

City of Ramsey
Agenda
Public Works Committee
Tuesday November 15, 2011

5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
 1. Approve Public Works Committee Meeting Minutes dated October 18, 2011
- 5. Committee Business**
 1. Discuss Trail Easement Acquisition on the Hansen Tree Farm
 2. Consider Proposal from Metro Area Repeater Association to Install Skywarn Facilities on Water Tower #2
 3. Consider Policy on Turf Establishment Related to City Improvement Projects
 4. Discuss Turf Restoration Concerns on City Improvement Project #08-34; the Bituminous Paving of 151st & 152nd Avenues, and Fluorine Street
 5. Approve Final Draft of RFP and Contract for Contracted Sweeping Services
 6. Discuss Potential Reconstruction of Garnet Street, North of 167th Avenue
 7. Consider Authorization to Initiate Updates to the City's Comprehensive Sanitary Sewer and Water System Studies
- 6. Committee/Staff Input**
 1. Discuss Need for December Public Works Committee Meeting
- 7. Adjournment**

Public Works Committee

4. 1.

Meeting Date: 11/15/2011

By: MaryJo Warner, Engineering/Public Works

Title:

Approve Public Works Committee Meeting Minutes dated October 18, 2011

Background:

The Public Works Committee held its regular meeting on October 18, 2011

Notification:

Observations:

Funding Source:

n/a

Staff Recommendation:

Committee Action:

Approve attached minutes dated October 18, 2011

Attachments

Minutes 10.18.11

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/09/2011 12:53 PM
Kurt Ulrich	Kurt Ulrich	11/10/2011 01:49 PM
Form Started By: MaryJo Warner		Started On: 11/07/2011 01:18 PM
Final Approval Date: 11/10/2011		

**PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Public Works Committee conducted a regular meeting on Tuesday, October 18, 2011 at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Colin McGlone
 Councilmember David Elvig
 Councilmember Randy Backous

Also Present: City Administrator Kurtis G. Ulrich
 Deputy City Administrator Heidi Nelson
 Public Works Director Brian Olson
 City Engineer Tim Himmer
 Street Supervisor Grant Reimer
 Mayor Bob Ramsey
 Councilmember Sarah Strommen
 Councilmember Jason Tossey
 Councilmember Jeffrey Wise

CALL TO ORDER

Chairperson McGlone called the regular meeting of the Public Works Committee to order at 5:32 p.m.

CITIZEN INPUT

There was none.

APPROVE AGENDA

Motion by Councilmember Elvig, seconded by Councilmember Backous, to approve the agenda, as presented.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous.
Voting No: None.

APPROVE MINUTES

Motion by Councilmember Elvig, seconded by Councilmember Backous, to approve the minutes from the August 15, 2011 Public Works Meeting.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous.
Voting No: None.

COMMITTEE BUSINESS

Case #1: Consider Vacation of Right-of-way at 14241 Fluorine Street NW

City Engineer Himmer reviewed the staff report and presented the resident's request to vacate a portion of the right-of-way to provide reasonable use of his front yard. If approved, the issue of who pays for the cost can be determined.

Dion McDevitt, 14241 Fluorine Street NW, stated his new garage meets all setbacks and code requirements but the City wants the road to come almost up to his garage, which will eliminate his front yard.

City Engineer Himmer presented a sketch of an off-set cul-de-sac for the park that would fit within the confines. He noted the grades are flat and wetlands are present but this option should work. City Engineer Himmer advised of the need to assure the City maintains not only the cul-de-sac, but also drainage and utility easements so if it is vacated, the City should maintain a 10-foot drainage and utility easement for snow storage.

Chairperson McGlone asked when the new garage addition was built.

Mr. McDevitt stated it was completed two weeks ago.

City Engineer Himmer stated the new garage meets all setbacks and is not an issue. However, the existing structure does not comply with setbacks so it is currently a legal non-conforming structure.

Chairperson McGlone asked whether the legal non-conforming status could be lost if this easement is vacated.

City Engineer Himmer answered that could occur if the lot is squared off.

Chairperson McGlone asked whether the City would be getting enough easement so it is not a later issue.

City Engineer Himmer stated the City needs at least five feet beyond trails for snow storage and access to mow.

Councilmember Elvig asked where the utility services are located.

Public Works Director Olson advised utilities are to the north for that subdivision, which blocked the ability to continue the roadway.

Chairperson McGlone felt, from a planning perspective, a road was constructed without a "bubble" on the end, which showed the future intention of connecting neighborhoods as they

were built. He asked how this failure in planning occurred since it was no longer possible to extend the roadway to connect the northerly and southerly neighborhoods.

Public Works Director Olson clarified it was not a failure in planning but expected to be a future through street. However, during plat approval a number of concerns were expressed by neighbors to the south so the Council made a conscience decision to not extend this roadway to connect the neighborhoods.

Councilmember Elvig acknowledged that the City usually tries to make neighborhood connections.

Councilmember Backous noted that constructing turn-arounds give people the expectation it is to be permanent but when there is not a cul-de-sac, people are aware that something will be happening in the future to extend the roadway. He asked how the City's trail ended up on private property.

Public Works Director Olson explained there should have been a survey when the trail was designed and constructed. He thought this trail was put in as part of the development to the north.

Mr. McDevitt stated the trail was installed about 15 years ago.

Chairperson McGlone indicated he had no issue with the proposal as long as Mr. McDevitt gives the City the trail easement and staff draws the easement lines so it works

Motion by Chairperson McGlone, seconded by Councilmember Backous, to recommend that the City Council undertake a formal right-of-way vacation process.

Further discussion: City Engineer Himmer advised this vacation requires a public hearing process and asked whether it will be City or property owner initiated. Councilmember Elvig indicated he would not support action that results in more costs to extend sewer and water. Public Works Director Olson recommended the City preserve an easement in case sewer and water utilities eventually connect. Councilmember Elvig supported this suggestion, noting they will connect eventually. Mr. McDevitt stated his impression that utilities would come from the Dysprosium side. Public Works Director Olson explained that watermain loops are common. Councilmember Elvig stated he wanted to assure the City preserves what may be needed in the future. Public Works Director Olson explained the City could retain what may be needed in the future to assure the right of the City to extend utilities and the area vacated would give Mr. McDevitt the flexibility needed. He clarified this action would not adjust the property lines. Councilmember Elvig asked when this road will be reconstructed. Public Works Director Olson indicated staff would have to look at the street inventory. Councilmember Elvig noted if the road is reconstruction, utilities would likely be put in the roadway. But, if the road is not constructed for some time, the utilities would probably be located alongside the road. Mr. McDevitt stated the road was reconstructed about 10 years ago and sealcoated more recently. Chairperson McGlone asked if the cul-de-sac could be pushed to the north. City Engineer Himmer explained that the farther north the road is pushed, the greater the wetland impacts.

Councilmember Elvig stated his position that since the City encroached on the McDevitt's property, he would support the City covering public hearing costs. He stated he appreciates the property owner's cooperation and felt this is a good solution as long as it does not result in future problems. City Engineer Himmer stated that staff can process the vacation at the same time it designs the cul-de-sac and look at possible routes for utility extension. Chairperson McGlone agreed this needs to be fixed and since the property owner is willing to cooperate he would support the City initiating the process. Councilmember Backous concurred.

Amendment motion by Chairperson McGlone, seconded by Councilmember Backous, to recommend that the City Council undertake a formal right-of-way vacation process and schedule a public hearing with the City initiating and paying the required fees/escrows.

Amended motion carried. Voting Yes: Chairperson McGlone and Councilmembers Backous and Elvig. Voting No: None.

Case #2: Consider Proposal from Metro Area Repeater Association to Install Skywarn Facilities on Water Tower#2

City Engineer Himmer reviewed the staff report and request of the Metro Area Repeater Association (MARA).

Councilmember Backous stated it sounds like installing this equipment would result in no damage or piercing of the water tower. He asked how often they would need access to the equipment.

Joel Jameson, Northwest Representative from MARA, explained they would initially need access to fine tune equipment settings but after that only if there is equipment failure.

Councilmember Backous asked if this equipment will conflict or interfere with current or future equipment on the water tower.

Public Works Director Olson stated this equipment would not damage the tower if installed correctly but the City would need to inspect the installation to assure there is no damage. He explained that cellular phone providers rent space on the water tower. Currently, Ramsey only has one provider on the water tower and estimated rent of \$1,700 to \$2,000 per month. Public Works Director Olson stated the tower has the ability to co-locate three providers but this is not the same thing because it only has one antenna. He suggest the agreement restrict equipment to assure it does not block another provider.

Councilmember Elvig asked whether radio waves and potential revenue producing cellular waves are compatible.

Mr. Jameson explained the current amateur radio bands (2 meter) currently coexist on multiple towers in the Twin Cities.

Councilmember Elvig requested that Mr. Jameson provide some samples of co-location occurring on other municipal water towers.

City Administrator Ulrich recommended the agreement include a provision to bump the equipment from the tower if a paying provider thinks the radio signal will interfere.

Chairperson McGlone noted the City does not subscribe to this weather service.

Public Works Director Olson stated the City uses a different service that is not County run but this service could be a backup in the case of a catastrophic event. He explained the requested equipment is more like a ham radio or an amateur association.

Chairperson McGlone stated his concern about the City taking on any costs including having to pay a City employee overtime to open the facility, if needed to make a repair. He is also concerned this radio equipment may interfere with a cellular provider so he does not favor this request.

Councilmember Backous stated he has no problem with the concept provided an agreement protects the City's interests. He asked whether other cities are providing this opportunity for free.

Mr. Jameson answered in the affirmative and indicated the City of Shorewood is the main facility and that is where MARA's main transmitter is located.

Public Works Director Olson asked if there is a list of cities that allows MARA equipment on its water tower.

Councilmember Elvig requested additional information including a list of costs, other cities where ratio antenna are located on water towers, and if MARA would be willing to reimburse the City for any costs incurred.

Councilmember Backous expressed interest in working with MARA but questioned whether it is the City's responsibility to cover any of the costs. He indicated if MARA would undertake fund raising to cover the costs, he would support the request.

Councilmember Elvig stated he would also like to see that the costs are covered.

Chairperson McGlone stated he will not support this request unless MARA pays for all costs. He cautioned the Committee about encouraging someone that their request will be approved by the City Council and putting additional work load on staff.

Councilmember Backous stated he is also not interested in having staff do more work.

Councilmember Elvig stated this request is not "dead" for him, noting other cities see value in it, it would provide a venue for ham radio operators, and it takes nothing from the City in cash or to operate. He felt this is what community infrastructure can do for you.

Chairperson McGlone suggested all the work be put on MARA and not on City staff.

Councilmember Elvig restated he would like information on the entire costs, names of other cities that have allowed this radio equipment on its towers, and how they are handling costs. He clarified he is not asking staff to do any more work.

City Engineer Himmer suggested Mr. Jameson and Bob Kollmer be asked to provide that information so it can be available at the first Council meeting in November for consideration at that time.

Chairperson McGlone asked whether the request moves forward to the Council if the Public Works Committee sees no merit in the request.

City Administrator Ulrich answered in the affirmative.

Chairperson McGlone stated if that is the case, he would support MARA providing additional information and paying \$1,500 to cover costs.

Councilmember Elvig stated he is not yet willing to provide a recommendation because he has not seen enough information.

City Administrator Ulrich advised the matter can be postponed until the information has been provided.

Motion by Chairperson McGlone, seconded by Councilmember Elvig, to postpone consideration of the request by Metro Area Repeater Association to install Skywarn facilities on Water Tower #2 to allow time for MARA to provide the names of other municipalities that have allowed this type of equipment on its water towers, costs that would be involved, and agreeing to cover all costs for installation, inspection, and maintenance.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous. Voting No: None.

Case #3: Consider Contracted Street Sweeping

Street Supervisor Reimer reviewed the staff report and presented three options if the City contracts spring street sweeping. He recommended Option 3, a combination of the first two options with contracted forces sweeping curb/stormwater areas and City staff sweeping ditched areas, estimating 200 hours or \$16,000.

Councilmember Elvig stated his support for Option 3 as recommended by staff.

Public Works Director Olson stated he would prefer to not bid all three options because the more complicated the RFP, the lower the interest from vendors. He explained the City of Plymouth contracts out everything and prefers bidding hourly rates rather than miles of roadway.

Chairperson McGlone asked about the cost to dispose of the debris, which is not included.

Street Supervisor Reimer explained the debris will be screened before disposal.

The Committee agreed with the suggestion by Councilmember Elvig to include an alternate bid for disposing of the debris.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to recommend that the City Council approve Option 3, authorize staff to seek RFPs for 2012 spring street sweeping, and include an add alternate for disposal of road debris.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous. Voting No: None.

Case #4: Consider Sanitary Sewer Maintenance Policy

Public Works Director Olson reviewed the staff report and explained that having a written Sanitary Sewer Maintenance Policy would result in a lowering the City's deductible on sanitary sewer backup claims from \$2,500 to \$1,000.

Councilmember Backous asked if the City had received many claims.

Public Works Director Olson stated the City has not because Ramsey has a relatively new PVC system with fewer joints. He estimated one claim every year or two.

Councilmember Backous asked whether the written Policy would formalize current practice.

Public Works Director Olson answered in the affirmative.

Councilmember Elvig stated his support of staff's recommendation.

Public Works Director Olson described how a sewer backup could occur when the City is cleaning the line and indicated that type of claim would be eligible for this program.

Chairperson McGlone asked why the City is paying a deductible if the homeowner has to pay for it anyway.

Public Works Director Olson described several scenarios that could result in a claim against the City.

Councilmember Elvig felt there was no reason not to have a written policy because as the system ages, there will be more likelihood of claims.

Chairperson McGlone noted there is usually a lower premium if the deductible is higher.

Councilmember Backous explained that the City of Coon Rapids was the last city that had water and sewer backup insurance so this is an effort by the League of Minnesota Cities to cover this issue for cities.

Public Works Director Olson stated the program went into effect November 15, 2010. He explained the City is protected, should there be a sewer backup, if it is not negligent and cleans sewers on schedule, doing what is reasonable and prudent. However, if the City does not maintain its system and there is a backup, in League's view the City is not being reasonable or prudent and would have to pay the \$2,500 deductible if a claim is filed.

Councilmember Backous commented that when there is a sewer backup, it is a mess and has to be cleaned as quickly as possible so the property owner usually lets the insurance companies fight out who is responsible.

Chairperson McGlone asked what the Committee is being asked to approve.

Councilmember Backous explained that the League of Minnesota Cities will reduce premiums by requiring safety and maintenance measures/loss control measures in written format. He noted if the system is maintained in an orderly fashion, there will be fewer losses/claims.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to recommend that the City Council authorize staff to formalize the Sanitary Sewer Maintenance Policy.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous. Voting No: None.

Case #5: Consider Change Order for City Improvement Project #11-09; Alpine Drive Overlay

City Engineer Himmer reviewed the staff report and recommendation to approve a change order for subgrade preparation in the amount of \$12,000.

Chairperson McGlone asked how this was missed in the road project, noting it is not the contractor's obligation to inform the City that something is left out of a project.

City Engineer Himmer explained this project went from a mill and overlay, where there was no need for subgrade preparation, to a full depth reclamation that requires subgrade preparation. One group was working on the plans and bid form while the other group was working on the specifications and a disconnect occurred for including this one item.

Public Works Director Olson explained it was an oversight by Engineering but even if it had been included, the City would have paid the same. He apologized for this oversight, noting it does not fall under the threshold of 3% that could be approved with change orders. Staff is requesting approval.

Councilmember Backous stated this would have to be paid anyway and would not have changed his vote on this project.

Chairperson McGlone stated his opinion that a lot of change orders are being approved.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to recommend that the City Council approve a change order for Improvement Project #11-09, Alpine Drive Overlay, for subgrade preparation in the amount of \$12,000.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous.
Voting No: None.

Case #6: Consider Guard Rail Enhancements for the Parking Ramp

Public Works Director Olson reviewed the staff report and two options for design enhancements. He advised there is also an issue of sun glare when entering the ramp so another option would be to install a sunscreen on several levels of the most westerly side.

Chairperson McGlone asked whether any enhancements considered in this ramp would automatically trigger a change order for the new ramp and use of CMAQ money.

Public Works Director Olson stated that could occur and staff is making an argument that because the new ramp section would have enhanced LED lighting, the existing ramp should have the same LED lighting. If approved, it would result in savings in operations and electric charges.

Chairperson McGlone reported he has seen 12 year olds walking the top façade edge of the ramp. He felt some things were missed in the original design and there already are safety issues in the existing ramp.

Councilmember Elvig clarified that the ramp had been built to State, City, and Federal codes and matched and surpassed all safety codes. He asked where is the common denominator with being safe yet practical. Councilmember Elvig supported moving forward with the proposed enhancement in the new parking ramp and suggested the Council schedule a tour of the parking ramp to determine what makes sense.

Councilmember Backous asked whether the code had changed.

Public Works Director Olson explained the code has not changed but states you have to prevent people them from getting over the top. He explained if there are railings with vertical components, code requires spacing of four inches apart; however, this protection is with the horizontal element.

Chairperson McGlone stated he has witnessed kids walking the top of the ramp and reported it to the Police Department. He noted an argument could be made that the City knew kids could walk on the top façade of the ramp but did nothing about it. He thought there were definite safety problems at the top edge of the ramp, at a minimum.

Public Works Director stated he does not agree there are safety issues with the ramp because it meets State code and even with a nine-foot section they could crawl on the fence. He believed what the City is doing is reasonable and prudent and enhancements to the second, third, and fourth levels could deter people but will not eliminate it.

Councilmember Elvig asked how it will be funded.

Public Works Director Olson stated staff would research that issue but the Public Improvement Revolving Fund may be used, potential TIF funds, or other sources.

Councilmember Elvig asked if the issue should be tabled and brought to a Work Session since it involved a significant amount of money. He stated he understands it is time sensitive because of a change order for the new ramp but supported a field trip to the ramp.

Public Works Director Olson stated contractors for the new ramp will want some direction on what the sidewalls will look like by November 15.

Chairperson McGlone pointed out it is a function of the Public Works Committee to make recommendations and then the Council can decide if it wants to take a Work Session to consider the matter.

Public Works Director Olson explained if the Committee wanted to move forward, the motion would be to approve a change order to LSA Design's contract in an amount not to exceed of \$5,500.

Chairperson McGlone noted a portion of the enhancements could be done for \$3,900. Then, if approved, the new ramp could be enhanced in the same way and partially paid by the Met Council.

Councilmember Elvig expressed concern that time is short and recommended sending a recommendation so the full Council can determine if there is support.

Councilmember Backous agreed there are safety concerns so he would like to do something to assure it is done right. However, because this is an odd case, he would like to let everyone in on it.

Chairperson McGlone pointed out the Council will need to know the numbers before making a decision.

Councilmember Elvig stated he would support staff's recommendation with the caveat that the existing ramp is at or surpasses all safety codes and is not unsafe.

Chairperson McGlone opined the building was unsafe when kids walk on the top façade.

Councilmember Backous stated the existing ramp does meet code but there are things that make him nervous so he would support enhancements that increase safety even if it goes beyond code requirements.

Motion by Chairperson McGlone seconded by Councilmember Elvig, to recommend that the City Council approve the design of Parking Ramp guard rail enhancements with all enhancements detailed in the staff report at a cost not to exceed \$5,500 plus reimbursable expenses and with the caveat that the existing ramp meets code requirements.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Elvig and Backous.
Voting No: None.

COMMITTEE INPUT

1) Update on Resident Concern at 5220 156th Lane NW

Public Works Director Olson provided an update on the resolution negotiated with Jason and Ruth Obermaier relating to the relocation of the sanitary septic system at 5220 156th Lane NW to the west side of the property. He advised there will be significant tree impact and the irrigation system will need to be repaired/replaced. Public Works Director Olson stated staff felt this was a reasonable solution and estimates are about \$5,500 for irrigation and turf restoration plus \$11,000-15,000 for the septic system. He advised two quotes were received for the septic system relocation and staff is reviewing the numbers and quantities to verify costs.

Councilmember Elvig asked why this sewer is being relocated.

Public Works Director Olson explained that an area was filled in and the septic system does not meet code due to vacation of easement in 1988. There was discussion about potential “contamination” so water samples were taken on the property and downstream a considerable distance and both samples met standards.

Councilmember Elvig asked if the existing septic tank has to be removed.

Public Works Director Olson advised that the existing holding tank would be used as part of the new system. The drainfield is the property owner’s responsibility into perpetuity.

Chairperson McGlone asked if the final inspection includes the final grade.

Public Works Director Olson answered that it will be inspected.

Chairperson McGlone stated his preference for the homeowner to be in control of hiring the contractor so City is removed from that liability.

Public Works Director Olson indicated the property owner wants to use the higher bid vendor because that is the vendor they used originally. The project was estimated at \$40,000 but now it looks like it will be closer to \$15,000 to \$20,000, which is within reason.

Chairperson McGlone stated with insurance claims the homeowner is allowed to use the contractor they want to use, even if it is a higher cost. He stated support to move this project forward as long as all liability is with the property owner.

Councilmember Backous agreed and noted the project is still under budget.

The consensus of the Public Works Committee was to direct staff to proceed, as detailed in the staff report and with the property owner assuming all liability.

ADJOURNMENT

Motion by Councilmember Backous, seconded by Councilmember Elvig, to adjourn the Public Works Meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 7:03 p.m.

Respectfully submitted,

Brian Olson
Public Works Director

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Public Works Committee

5. 1.

Meeting Date: 11/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Discuss Trail Easement Acquisition on the Hansen Tree Farm

Background:

The discussion to extend Variolite Street, from Bunker Lake Boulevard to Alpine Drive, was discussed by the City Council several times in late 2009 through 2010. While it was ultimately decided to keep the roadway extension in the City's Comprehensive Plan, construction was delayed in the Capital Improvement Program (CIP) until such time that traffic volumes and/or development necessitated it.

As part of the public input period during the process the owners of Hansen Tree Farm were adamant in their concerns related to any new roadway construction that would impact their property, but they did state that they would be open to discussions related to the potential dedication of a trail easement along the westerly side of their property. Staff met with them on site last fall to gauge their interest for such a trail easement dedication, and to understand their potential terms and conditions. The property owners were very receptive to the idea of a trail along their western boundary, and were subsequently given the City's boilerplate easement language for review and comment.

Notification:

Observations:

The attached map generally shows the alignment that was discussed, including potential resting spots along the route for benches and wetland viewing. The biggest unanswered question from our meeting was how we would get from their property on the south end to the public right-of-way. Also attached is the response received from the property owners related to the City's trail easement language. Staff attempted to contact them to advise them of this meeting, and determine whether they were still open to this easement dedication, but at the time of writing this case we had not received a response.

A few items to consider related to this potential trail easement include:

- Desire to advance discussions for a trail easement in this location
- Timing (for easement dedication and trail construction)
- Terms (length of easement, maintenance responsibilities, permitted activities)

Field surveying would need to be conducted to understand the details of a formal design (ADA compliance, etc.), but a very rough estimate for the trail work within the tree farm property only is approximately \$75,000. Depending on the final alignment, if a project is advanced, additional costs would be incurred for the off-site trail extensions back to the public right-of-way at the south end, and whatever benches/rest areas might be incorporated.

Funding Source:

Potential funding options for the trail construction could come from the City's trail fund, or Public Improvement Revolving (PIR) fund.

Staff Recommendation:

Staff is seeking a response and direction on the potential terms of the easement, and whether there is interested in dedicating funds in the near future for the trail construction.

Committee Action:

Based upon direction.

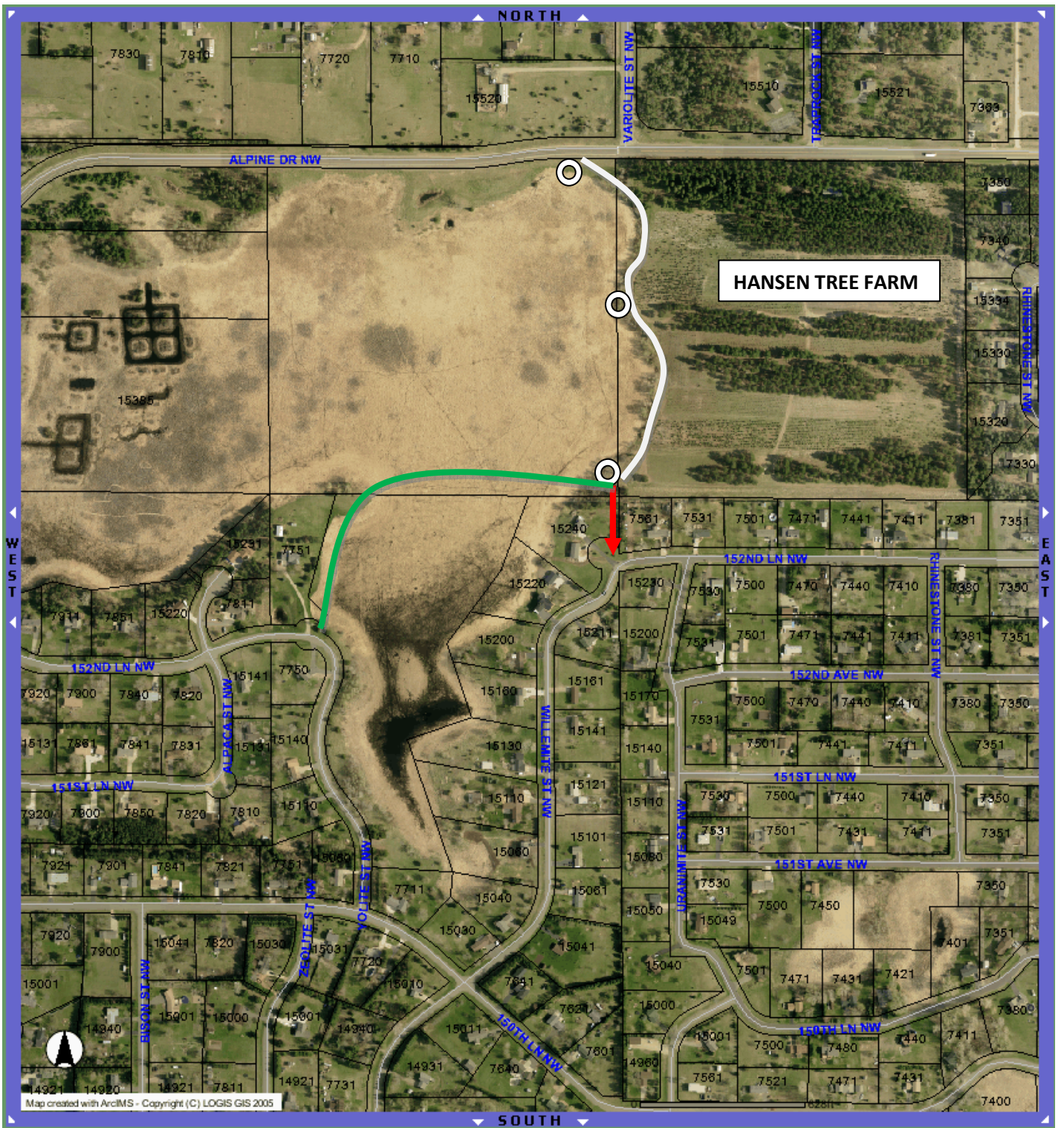
Attachments

Potential Trail Alignment(s)

Hansen Comments in Response to Trail Easement Language

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/10/2011 11:25 AM
Kurt Ulrich	Kurt Ulrich	11/10/2011 01:56 PM
Form Started By: Tim Himmer		Started On: 11/07/2011 04:24 PM
	Final Approval Date: 11/10/2011	



- ⊙ Potential Bench/Resting Areas
- ➔ Trail Connection Option 1
- ➔ Trail Connection Option 2 (Comp. Plan alignment)

Hansen Tree Farm
2079 Dudley Ave.
St. Paul, MN 55108
Nov. 9, 2010

Tim Himmer
City Engineer
City of Ramsey

Tim,

Thanks for all the work you've put into the trail plan at the west end of Hansen Tree Farm. It was nice to go over the router with you in person. We've reviewed the first draft of the map and the boilerplate easement. Following are our suggestions and questions. And one caveat is that whatever we rough out our attorney will want to have final review of.

We – and I expect the city - would like to keep the trail as standard as possible. Paved, 8' width, and with the normal 2' edge on each side. Do we have the measurements correct?

We've only vaguely talked of the duration of the agreement. May I suggest 10 years? And then how about 2 year renewals after that?

Is it clear who has liability if there is an injury on the trail?

Will there be signage, something like, "Non-motorized Traffic Only"? Would it be appropriate to include, "Please Report Violations ____ ____ ____."

Are any of your trails lighted? If so, is this something you may wish to consider? Or, if not, is the dark and forested area of this section a public safety issue? Not a concern to me, I'm only asking because down the line someone else may.

You asked us to consider possible conflicts with our use of the easement area. There are really three situations where/when this may happen:

- A very few of our customers' vehicles, on weekends, between Thanksgiving and Christmas.
- A slim chance that 2 or 3 times when I am mowing in the summer I will overlap an edge of the trail.
- Occasional hauling of "yard waste" (such as broken branches or tree stumps) to the composting pile on the wetland side of the trail.
- Two possible scenarios that – in the past – we would have to cross the trail with our tractor, to unload trees into the compost area. Either after a huge storm (1999) or if we ever have a surplus of Christmas trees (in 2005 we had about 100 trees). There are several options for tree disposal: chipping, burning, composting, and in the case of mature trees cutting up for lumber or firewood. We have chosen to compost them at that end of our property, but that isn't appealing to the eye. Burning is bad for carbon emissions, and chipping requires a chipper (time and money). A possible solution (should it be necessary to dispose of storm damaged trees or an excess of white or Scotch pine trees) is if the city has a chipper, would you help with disposal?

The advantage to our providing an easement is that it will be good for the community. It will also provide extra eyes at an exposed and vulnerable area of our land. In the past a few snowmobiles and ATVs have trespassed from the wetland and damaged our trees. Our hope is that increased non-motorized use will reduce the likelihood of abuse.

Thanks,
Dave, Mark and Trygg Hansen
Hansen Tree Farm

Public Works Committee

5. 2.

Meeting Date: 11/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Consider Proposal from Metro Area Repeater Association to Install Skywarn Facilities on Water Tower #2

Background:

City staff received a request from the Metro Area Repeater Association (MARA) to place their facilities within water tower #2, located on Sunwood Drive. This equipment would be used as a public service by Skywarn spotters and amateur radio operators. MARA is a volunteer/donations based organization that manages and maintains a series of radio links and repeater sites throughout the Twin Cities area. Coverage within the northwest metro area is lacking and they have identified Ramsey, and water tower #2, as an ideal location for improved coverage within this area.

MARA was in attendance at the October Public Works meeting to outline their proposal to the Committee and determine whether the City would be supportive of their request (see attached proposal). They are seeking donated space to mount their radios, batteries, antennas, and cables. They are also asking the City to cover the cost of the electrical usage for these facilities as well. The Public Works Committee requested that MARA provide information on other City's that currently provide this service, the terms of those agreements/leases, and annual operating costs. Attached to this case is a listing of other communities in the metro area that currently have agreements with MARA.

Notification:

Observations:

Staff has always stated that we would want our consultant to review MARA's plans for installing their facilities, and perform inspections as the work is being performed to insure that their proposed piercings and connections would not damage the existing tower structure or coatings. Bob Kollmer, the consultant that has performed inspections on all towers constructed within the City, has provided an estimate for such work in the amount of approximately \$1000 - \$1500. MARA initially responded that this amount was basically their entire operating budget for the year, but has since stated that they now have a donor for these funds. A few other items of concern that have been discussed include:

1. Access to the tower for required maintenance, repairs, and upgrades; which would need to be coordinated through the utility department during regular business hours and on-call staff during non-business hours.
2. Interference with existing and proposed users on the tower (cell providers, SCADA, etc.).
3. Use of this space should another potential user/customer request a lease on this tower.

Funding Source:

MARA is requesting free space in the water tower and coverage of the electrical charges to run their equipment, which they state would amount to approximately running a 60 watt incandescent light bulb.

Staff Recommendation:

Staff will be contacting some of the listed communities to discuss their relationship with MARA and our concerns, and that information will be brought forward to the meeting.

Committee Action:

Based upon discussion.

Attachments

MARA Proposal

MARA Site Data

Amateur Radio Brochure

Amateur Radio and Public Safety Information

Form Review

Inbox
Brian Olson
Kurt Ulrich

Reviewed By
Brian Olson
Kurt Ulrich

Date
11/09/2011 12:56 PM
11/10/2011 02:01 PM
Started On: 11/08/2011

Form Started By: Tim Himmer

Final Approval Date: 11/10/2011



Proposal for Ramsey City Council

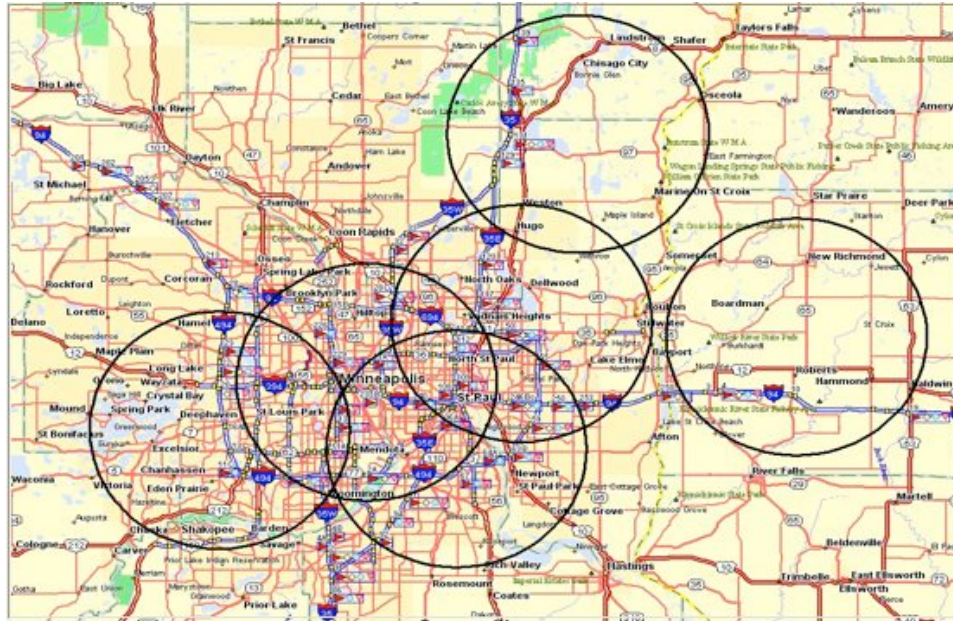


Synopsis

This proposal is for the placement of a small antenna and related radio repeater equipment on water tower #2 for the use of Skywarn spotters and amateur radio operators as a public service.

Details

The metro area repeater association (MARA) manages and maintains a series of radio links and repeater sites throughout the Twin Cities area as shown in the map below:



As you will note on this coverage map, there is no solid coverage in the North West metro area, which is what this location would solve.

Many of the other locations around the Twin Cities are placed on similar water towers, and peacefully coexisting with various city radio services, commercial radio services, and cell phone services. The general policy for MARA is If any interference is noted, the system is immediately taken offline, a solution created and tested, and then brought back online. All the repeater equipment is remotely controllable by MARA's engineers, and local site contacts are established for quick response when required.

All we ask for is space to mount the equipment, maintenance access for any repairs required, and a small bit of power to run it. All labor and equipment to install and maintain the antennas and repeater radio system will be provided by MARA engineers working with city engineers to comply with any specific requirements.

Technical Details

The system draws the equivalent power usage of a 60w light bulb. This would be a "Remote Receive" site for the system.

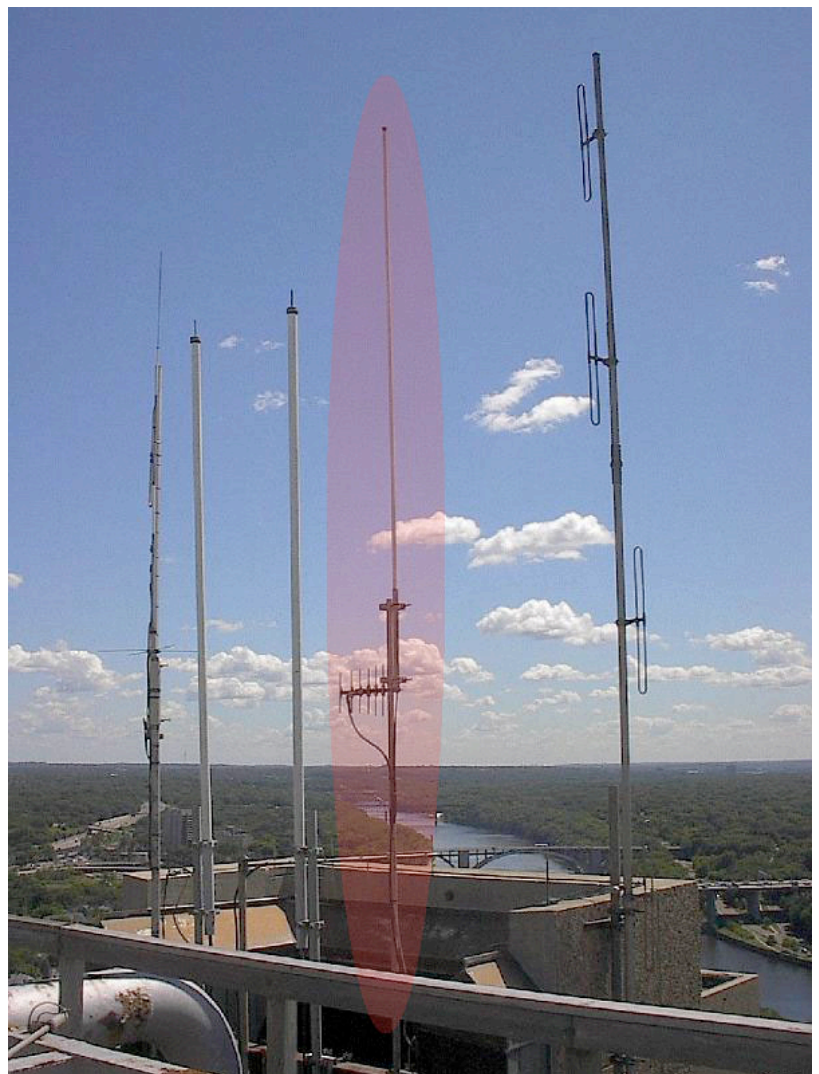
The MAIN 146.850 MHz repeater transmitter is located on one of the City of Oakdale's 180 foot high water tanks located just north of the intersection of Interstate Highways 94, 694 and 494 on the eastern edge of the Twin Cities Metro Area. Our repeater transmit antennas are mounted on the top of this water tank.

The 146.850 MHz transmitter used as the MAIN transmitter at Oakdale, is a solid state 500 watt continuous duty transmitter set at 450 watts of RF output power. It feeds a CELWAVE Super Stationmaster (fiberglass stick) antenna mounted on top of this 180 foot high tank by 200 feet of 7/8" Heliacx cable. Our calculated output power from this transmitter is about 1000 watts ERP (Effective Radiated Power). This transmitter site and equipment provides a solid signal in a 60 mile radius circle of coverage (suitable for mobile and handheld radio operation) from its location about 300 feet above the average terrain in the Twin Cities area.

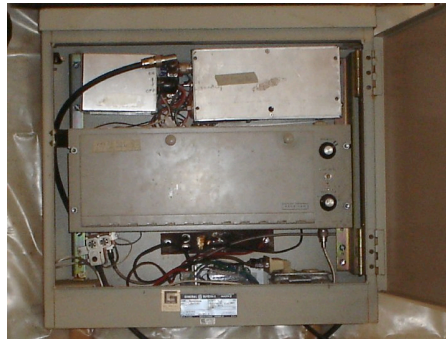
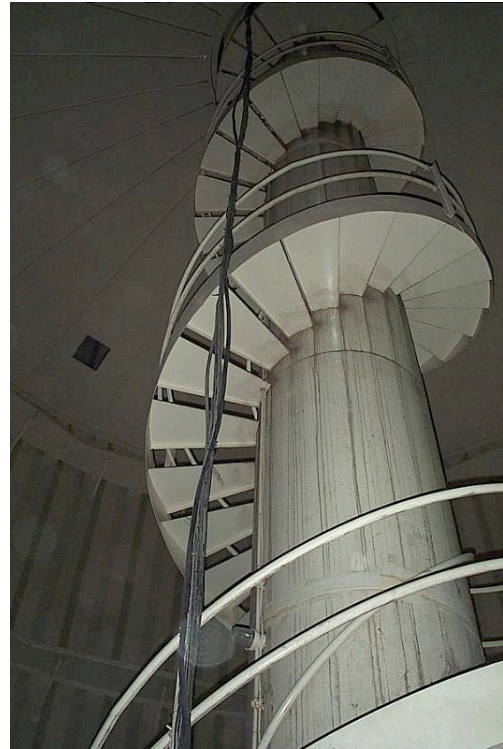
146.250 Remote Receiver sites

What makes the 25/85 repeater system operate so well are the multiple receiver sites used to pick up the transmitted signal on 146.250 MHz. Each of these six remote receive sites are linked to the White Bear Lake "Repeater Central." Many of the receive sites share sites with other Amateur Radio or Business Band repeater systems.

The antenna will need to be mounted on top of the South side of water tower #2. The highlighted antenna in the photo is similar to what would be mounted on top of the water tower.



Coax cables will be run down to the “brains” box mounted inside the water tower. One of the other water tower locations looks like this photo, though there are other radio equipment cables in the bundle running down the steps.



The “brains”, otherwise known as the repeater equipment of the system fits into a standard rack cabinet or a 20”x20”x10” wall mountable steel cabinet, depending on the requirements, and similar to this photos.

Any further questions can be directed to Joel Jameson, 763.843.0628 or any of the MARA staff though the web site at <http://www.wd0hwt.net>

Additional informational links for the attached files:

<http://transition.fcc.gov/pshs/techtomics/techtomics13.html>

<http://www.arrl.org/files/file/EMCOMM%20Broch%20for%20viewing.pdf>



THE METRO AREA REPEATER ASSOCIATION
WDØHWT REPEATER SYSTEM
146.25/.85 AND 449.800/444.800
MINNEAPOLIS/ST. PAUL, MINNESOTA

October 24, 2011

The following sites are currently being used by MARA for Amateur Radio repeater equipment:

Site name - White Bear Lake Water tank – City of White Bear Lake

First lease established – 1972. Our radio equipment has been at this site continuously for the last 39 years.

Access – We currently share part of the Verizon Cellular building that was installed at the site in 1994. We have been in a part of this building since it was constructed. We have our own door to our section of the building, We have key to the building and to fence gate at site with 24 hour per day access

Site use Payment - None, We have our own NSP electric meter at the site and get backup AC power from the Verizon generator at the site..

Other users at site – City police radio voting receiver (shares building space with us), Clearwire, Cell site operators (Verizon, Sprint, T-Mobile, AT&T), Nextel.

Site name - On Hilltop location at Marthaler Park – City of West St. Paul

First lease established – 1981. Our radio equipment has been at this site continuously for the last 30 years

Access – Radio equipment mounted on light pole on top of the hilltop in the public park. We have access to pole 24 hours per day.

Site use payment - None , No AC power cost

Other users at site – City outdoor warning siren using radio for control on a wood pole at same site



THE METRO AREA REPEATER ASSOCIATION
WDØHWT REPEATER SYSTEM
146.25/.85 AND 449.800/444.800
MINNEAPOLIS/ST. PAUL, MINNESOTA

Site name - Health Sciences A building – U of Minn East Bank campus

First lease established – 1977. Our radio equipment has been installed on the building top at this site continuously for the last 34 years

Access – We have access by contacting the building engineer in advance of our need to access then site.

Site use Payment - None, No AC power cost. Backup AC power from U of M building generator

Other users at site – U of M paging system, U of M police radio, U of M amateur radio club repeater system

Site name - Oakdale Water Tank – City of Oakdale

First lease established – 1986. Our radio equipment has been at this site continuously for the last 25 years

Access – We have key to site (opens access door to tank)

Site use Payment - None. We have no AC power cost . Backup AC power from Verizon Generator

Other users at site – City public works radio system. 800 Mhz ARMER system for Washington Country, Washington County Fire radio equipment site, MNDOT highway camera site, Cell site operators (Verizon, Sprint, T-Mobile, AT&T)



THE METRO AREA REPEATER ASSOCIATION
WDØHWT REPEATER SYSTEM
146.25/.85 AND 449.800/444.800
MINNEAPOLIS/ST. PAUL, MINNESOTA

Site Name - Water Tank – City of Minnetonka

First lease established – 1975. We have had radio equipment mounted at various water tanks in the City of Minnetonka for the last 36 years.

We have had three leases for 3 different water tank sites in the City of Minnetonka. First tank had outside mounted equipment and vandalism was a problem. Equipment moved in 1995. 2nd tank radio equipment was first installed in 1995 and stayed at this site until they demolished the tank in 2009.

They allocated room for our radio equipment in the new tank they constructed in 2008 and we installed the radio equipment at the new tank in 2009.

Access – We have to call ahead (24 hours notice) and City worker will come and open up the tank door at the agreed upon time. We call when we are finished and they return to lock up site.

Site use Payment - None. We pay the City \$ 5.00 per month for electricity (yearly billing for \$ 60.00). Backup AC power is available from the City generator at site

Other users at site – City radio system, 800 Mhz ARMER system for Hennepin County, Cell site operators (Verizon, Sprint, T-Mobile, AT&T) and Nextel.



Ham Radio...

...Getting the message through for your family and community



ARRL The national association for
AMATEUR RADIO

Amateur Radio, often called "ham radio," has consistently been the most reliable means of communications in emergencies when other systems failed or were overloaded.

Simply Put—Ham Radio Works!

Most of the time, things work fine. But despite the development of very complex systems—or maybe because they ARE so complex—ham radio has been called into action again and again to provide communications when it really matters.

Why Ham Radio Works So Well.

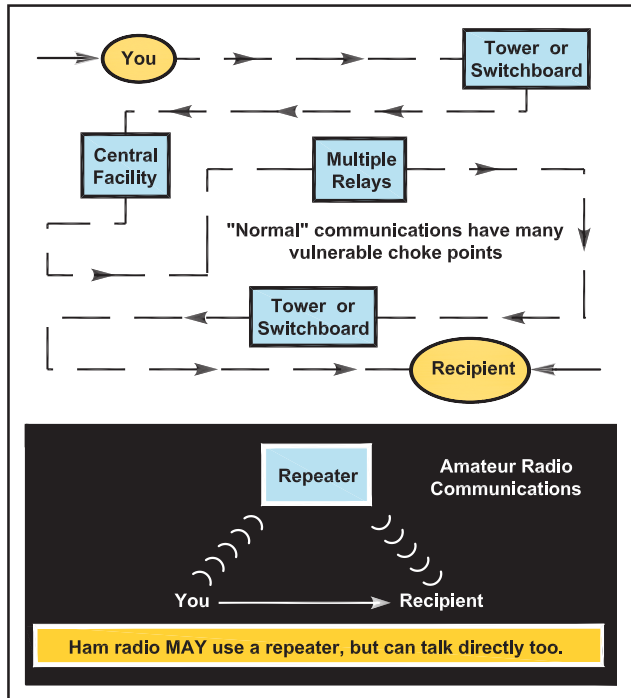
Telephones, cell phones, Internet, trunk lines, satellite phone—to get a message out they all have to go through many vulnerable choke points and need electric power. Even if the system is functioning, these systems can be overwhelmed by the number of cries for help and families seeking information.

Ham Radio is Different.

While hams MAY use the Internet or a repeater system, they do not HAVE to do so! Hams can "go direct" and talk straight through to each other because each station is fully independent. Hams can operate just fine without other infrastructure. By selecting the right frequencies, hams can talk across town or around the world.

In an emergency, when your family's lives may be at risk, which communications system would YOU want to have?

Hams meet on the air and in person. There are about 630,000 hams in the USA with ham radio clubs and gatherings all over the country.



Hams communicate using microphones, telegraph or Morse code keys, computers, TV cameras and even their own satellites.

Ham radio operators provided emergency communications during these recent events:

- Earthquake in Hawaii—2006
- Flooding in Northeastern States—2006
- Hurricanes Katrina, Wilma and Rita—2005
- Wildfires in Texas, Oklahoma and New Mexico—2005
- Hurricanes Charley, Frances, Ivan and Jeanne—2004
- Tsunami in Asia—2004
- Earthquake in Central California—2003
- Hurricane Isabel—2003
- Northeast Blackout—2003
- Shuttle Columbia Recovery Effort—2003
- Wildfires in Colorado—2002
- Flooding in Kentucky—2002

- World Trade Center, Pentagon and Western Pennsylvania Terrorist Attacks—2001
- Tropical Storm Allison—2001
- Fires in Los Alamos, New Mexico—2000
- Hurricane Floyd—1999
- Flooding in Texas—1998
- Hurricane Georges—1998
- "500-Year Flood" in N.D. and Minn.—1997
- Western U.S. Floods—1997
- Hurricane Fran—1996
- TWA Plane Crash—1996
- Oklahoma City Bombing—1995

Hurricanes, Ice, Snow, Tornadoes, Storms and SKYWARN

The National Hurricane Center in Florida relies on its ham radio station, WX4NHC, to receive reports from hams in affected areas (www.wx4nhc.org). The National Weather Service uses ham radio operators for their "SKYWARN" program to get ground level reports of events that are missed by Doppler radar.

Ham radio operators by the hundreds volunteered for service to the devastated areas of the Gulf Coast after Hurricane Katrina and her sisters Rita and Wilma pounded a five state area and destroyed other communications systems. For their life-saving work, the hams received commendations from the President and Congress as well as international praise. It truly proved the saying, "When all else fails, ham radio works!"

Within minutes of the September 11, 2001 terrorist attacks, ham operators communicated from emergency operations centers as other systems failed. The ham operations continued for weeks as the amateurs handled emergency and other important messages for disaster and government agencies as well as for displaced families.

Hams use all sorts of radios and antennas on a wide variety of frequencies to communicate with other hams across town or around the world. They use ham radio for personal enjoyment, for keeping in touch with friends and family, for public service communications and to experiment with radio technology.

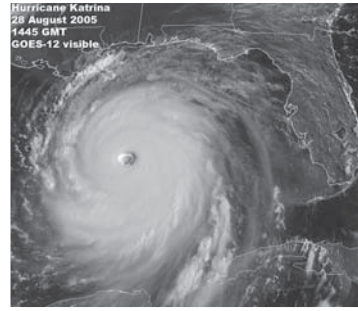
Boaters, RVers and outdoor enthusiasts also use ham radio as an excellent way to maintain communications from wherever they are.

Big station or small and portable, hams enjoy the security of knowing they can get a message through in almost any situation without depending on a fragile infrastructure that can fail or be overloaded.



FEMA advises that in a crisis you should plan to be totally on your own for at least 3 days —

How will YOU communicate?



The National Weather Service uses ham operators for its "SKYWARN" program to get ground level reports of events that are missed by Doppler radar.



"Amateur"

ám'e-túr - noun

A person who engages in an art, science or other activity purely for the personal interest or self-improvement value of it, rather than a financially compensated profession.

- Amateur athlete
- Amateur astronomer
- Amateur musician

You Can Have This Capability for Yourself and Your Family—

Getting Your Own Ham Radio License

Unlike some other types of radio services, you need an FCC license to communicate with a ham radio. There are three levels of Amateur Radio licenses, and getting your first one is not all that hard. Many people pass their FCC exam in a week of spare time study and there are lots of groups and people who will help you.

You can get help from a local club at www.arrl.org/findaclub.

There is even an online, self-teaching course at www.arrl.org/cce/courses.html#ec010.

Costs

In general, you can expect to spend about \$40 in books and fees to earn your first license. With another \$200 you can purchase your first radio and the gear you will use to get on the air for yourself and start making contacts. Of course good, used equipment is available for less.

Joining an Emergency Communications Group

To join the Amateur Radio Emergency Service (ARES), you must have a ham radio license. ARES members constantly learn more about emergency operations and practice regularly by providing aid to non-emergency events like parades, marathons and drills.

ARES

ARES has formal, national agreements to provide emergency communications aid for FEMA, DHS, The American Red Cross, the Salvation Army, and many other response organizations.



Simply stated, ham radio provides the broadest and most powerful wireless communications capability available to any private citizen anywhere in the world.

What is the ARRL?

Founded in 1914, the American Radio Relay League is the 150,000-member national association for Amateur Radio in the USA. Other countries have their own national associations.

ARRL is the primary source of information about what is going on in ham radio. It provides books, news, support and information for individuals and clubs, special events, all sorts of continuing education classes and other benefits for its members.

Amateur or “ham” radio has been around for a century. In that time, it’s grown into a worldwide community of licensed operators using the airwaves with every conceivable means of communications technology. Its practitioners range in age from youngsters to grandparents.

Ham radio attracts those who have never held a microphone as well as the technical expert who grew up with a computer. Even rocket scientists and a rock star or two are in the ham ranks.

Most, however, are just normal folks like you and me who transmit voice, data and pictures through the airwaves, use the Internet, lasers and microwave transmitters, satellites and TV, and even travel to unusual places near and far to make contact.

Where do I start?

Go to:

www.emergency-radio.org

You can find more information to get started on the Web site or contact the local group listed below:





Public Safety and Homeland Security Bureau

FCC > PSHSB > Techtopics > Topic 13: Amateur Radio Service Support to Public Safety Communications

Topic 13: Amateur Radio Service Support to Public Safety Communications¹

To this point in our Tech Topics series, our discussions of public safety communications have focused primarily on interoperability and various methods and technologies for public safety organizations to communicate with one another. In times of emergency when normal public safety communications are not available, there are alternative systems that may be used for this purpose. Current FCC rules state that amateur stations and operators are allowed to assist and support public safety communications in times of emergency. This topic addresses the voluntary services provided by amateur operators, amateur service organizations and the relationships between amateur service organizations and public safety jurisdictions. Information about amateur services is also briefly described in the Public Safety and Homeland Security Bureau's Amateur Radio Services web page.²

Amateur radio (also known as 'ham radio') services are regulated under Part 97 of the FCC rules.³ Amateur radio operators are licensed users who operate radio communications as a hobby or a voluntary service running within amateur radio frequencies allocated by the FCC⁴. To acquire an amateur radio license, individuals are required to pass a licensing exam that proves the individual possesses the operational and technical qualifications required to properly perform the duties of an amateur service licensee [47 CFR 97.503]. Currently, individuals may qualify for three classes of operator license: Technician, General and Amateur Extra.

When normal communications systems are not available, amateur stations may make transmissions necessary to provide essential communication needs in connection with the immediate safety of human life and immediate protection of property [47 CFR 97.403]. This provision of emergency communications is regulated by Part 97, Subpart E of the FCC's rules. One advantage for amateur radio operators in public emergency communications is the wide range of available frequencies [47CFR 97.407].⁵

One service within the amateur radio services that uses amateur stations during periods of emergencies is known as the Radio Amateur Civil Emergency Service, or RACES.⁶ To transmit in RACES, an amateur station must be certified and registered by a civil defense organization or an FCC-licensed RACES station. RACES is administered by the Federal Emergency Management Agency (FEMA) and acts as a communications group of the government. Registered members of RACES are authorized to respond when a civil defense organization requests amateur radio assistance. Typically these activities occur during periods of local, regional or national civil emergencies such as hurricanes, earthquakes, floods or wildfires. RACES stations may only communicate with specified stations [47CFR 97.407(c), (d)].

It is important to recognize that the amateur radio stations participating in RACES are certified by their local civil defense organizations for this specific purpose. The operators are a valuable resource that provides emergency communication capabilities to their community. Civil defense organizations establish their own training and certification standards. Some localities – for example, Arlington County, Virginia⁷ - have more stringent training and certification standards than others. The key component of the RACES program is the direct and recognized affiliation between the amateur radio operators and local authorities since RACES may provide a critical alternative communications link for local officials. For example, RACES operators serve the county by passing critical emergency information from county officials with the County Emergency Response Team (CERT) to RACES operators at other

locations.

Although RACES stations operate in conjunction with a federal, state, tribal or local jurisdiction, there are other options for amateur radio operators in emergency communications to include the Amateur Radio Emergency Service (ARES). Together with the National Traffic System (NTS), these services are broad programs of the American Radio Relay League (ARRL) which is a national association of radio amateur operators. ARES members are licensed amateur radio operators who volunteer to provide emergency communications services to public safety and public service organizations. Most individual ARES units are organized within a city, county or state and usually operate autonomously. The ARRL describes the ARES programs as follows: ⁸

"The Amateur Radio Emergency Service (ARES) consists of licensed amateurs who have voluntarily registered their qualifications and equipment for communications duty in the public service when disaster strikes. Every licensed amateur, regardless of membership in ARRL or any other local or national organization, is eligible for membership in ARES. The only qualification, other than possession of an Amateur Radio license, is a sincere desire to serve. Because ARES is an amateur service, only amateurs are eligible for membership. The possession of emergency-powered equipment is desirable, but is not a requirement for membership."

Frequently, individuals interested in providing emergency communications are registered in both ARES and RACES. Dual registration allows continuity of operations if normal amateur operations might otherwise be prohibited.

RACES and ARES are collaborative services although they exist as separate volunteer entities. The ARRL encourages dual enrollment and cooperative efforts between both groups whenever possible. Both organizations remain a vital resource for the public safety community in times of crisis.

¹ This Tech Topic is coauthored with Mr. William T. Cross from the FCC's Wireless Telecommunications Bureau (WTB). Bill is responsible for all amateur radio related issues and can be reached at 202-418-0682 or email: william.cross@fcc.gov. We sincerely appreciate Bill's contributions to this Topic.

² See <http://www.fcc.gov/pshs/services/amateur.html>.

³ See http://www.access.gpo.gov/nara/cfr/waisidx_07/47cfr97_07.html.

⁴ See FCC Part 97, Subpart D, Section 97.301 of the Commission's rules, 47 C.F.R. Â§ 97.301.

⁵ See the ARRL band plan at <http://www.arrl.org/FandES/field/regulations/bands.html>.

⁶ See FCC Part 97, Subpart E, Section 97.407 and <http://www.usraces.org/>.

⁷ See the Arlington County RACES web site <http://www.w4ava.org>.

⁸ See <http://www.arrl.org/FandES/field/pscm/sec1-ch1.html>

Public Works Committee

5. 3.

Meeting Date: 11/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Consider Policy on Turf Establishment Related to City Improvement Projects

Background:

On every City improvement project turf establishment is always the most contentious matter when it comes to residents and business owners. The infrastructure (street paving, utility installation, etc.) portions of project are fairly straight forward; runoff being directed where it's supposed to go, do the utilities pass all required testing criteria, are things working as designed. Turf restoration always draws the most attention, as this work is taking place outside the roadway in the boulevard area and people believe that this directly impacts their property, but is the least scrutinized in the project scoping phase. While a majority of the restoration takes place within the right-of-way residents are still required to maintain this area and consider it an extension of their property. Other areas of restoration occur within easements, either along front or side lots as dedicated on the plats, or as acquired (temporary or permanent) during project implementation.

Staff continues to hear comments that we should be following our own rules related to topsoil requirements, but the current ordinance is only triggered by the construction of a new principle structure. During the development of project scope on all City improvements staff reviews the potential areas of impact on a case-by-case basis and makes a decision on what would be the most appropriate means of restoration. Following are some considerations in that decision:

- Is the overall area a highly manicured urban type neighborhood or is it a more rural type setting
- Is it City land or private property
- Is the area used strictly for public purpose (drainage ditches/ponds vs. boulevard that drains to street)
- Who is responsible to maintain the area
- What are the current soil types in the area

From this gathered information we determine what would be an appropriate means of restoration, and include this information within the project feasibility study and estimates. We always evaluate the entire project as one; we do not attempt to perform different types of restoration for different areas - everyone gets the same treatment within the project area (except steep slope/highly erodible areas).

Notification:

Observations:

Over the past couple of years we've had considerable problems with turf restoration, and received numerous complaints. With all the recent topsoil discussions people believe that they will be receiving a high quality material for restoration. They do not look into the details of this portion of the project, but are more concerned with how the area will drain, does it impact their access, will they lose any trees, will their landscaping, etc. be impacted. Once the project is nearing completion and turf restoration is being established then several issues are brought forward as a concern; where is the topsoil, why didn't you sod vs. seed, why didn't we get what that other project received, how long will it take to grow, who's responsible to maintain (water), etc.

This item was discussed with the Public Works Committee in June of 2011, and it was the consensus of the group to develop a turf establishment policy for use on all public improvement projects. In the past staff would choose the appropriate turf establishment requirement for a project on a case-by-case basis, but we have now formulated a City-wide standard for Council consideration. We are seeking input on the following items:

- Topsoil requirements - no more salvage of on site material; all topsoil will be imported and meet MnDOT topsoil borrow requirements. See attached difference between various MnDOT topsoil specifications.

- If the area of restoration is within a rural ditch section reserved for stormwater management, salvaged topsoil can be used to promote infiltration.
- 4" uniform depth of installation.
- Turf requirements - sod will be used exclusively
 - Do we want to consider seeding in ditch and/or ponding easement areas, to include low maintenance native seed conducive for sandy soils?
 - Require the contractor to water for 30 days and establish root growth, at which point it becomes the obligation of the property owner. Resident notification letters to be delivered as the project is nearing completion to remind them of their responsibility for long term maintenance.

One thing is very clear as it relates to turf establishment on public improvement projects going forward; we need to be as descriptive as possible in the feasibility study phase of the project so residents can fully understand what is being proposed. We may also want to discuss the use of public right-of-way in general to discourage the installation of planter beds, irrigation lines, landscaping (trees, shrubs, etc.), retaining walls, and other obstructions. All of these items add costs to the overall project, and by replacing them to "as good or better condition" we are setting ourselves up for future impacts with subsequent projects.

Funding Source:

Development of the policy is being handled with staff time. Funding for the actual implementation will depend on the specific improvement project and could include enterprise funds, general fund, property assessments, state aid, TIF, etc. Regardless of the final policy developed there will be cost considerations for each project, which must be identified and communicated prior to construction so there is no confusion during the approval process or installation.

Staff Recommendation:

Staff requests feedback on the outlined turf establishment policy so it can be advanced for formal adoption at the Council level prior to the start of 2012 construction season.

Committee Action:

Based upon discussion.

Attachments

MnDOT Topsoil Specifications

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/09/2011 12:53 PM
Kurt Ulrich	Kurt Ulrich	11/10/2011 02:04 PM
Form Started By: Tim Himmer		Started On: 11/08/2011
Final Approval Date: 11/10/2011		

3877 Topsoil Borrow

3877.1 SCOPE

This Specification covers topsoil material used as a medium for establishing and sustaining healthy plant growth.

3877.2 REQUIREMENTS

Topsoil material furnished under this Specification shall be obtained from the soil horizons normally designated as "A" or "B" as defined by the Soil Science Society of America, or shall be obtained from alluvial deposits. The material shall meet the requirements given herein for the several classifications defined.

A Topsoil Borrow

Topsoil borrow for general use as a turf growing medium shall meet the requirements of Table 3877-1:

**TABLE 3877-1
TOPSOIL BORROW REQUIREMENTS**

	<u>Minimum</u>	<u>Maximum</u>
Material Passing 2.00 mm (#10) Sieve	85%	--
Clay	5%	30%
Silt	10%	70%
Sand & Gravel	10%	70%
Organic Matter	3%	20%
pH	6.1	7.8

B Select Topsoil Borrow

Select topsoil borrow for use as a plant growing medium in designated areas, such as landscape beds, shall meet the requirements of Table 3877-2:

**TABLE 3877-2
SELECT TOPSOIL BORROW REQUIREMENTS**

	<u>Minimum</u>	<u>Maximum</u>
Material Passing 2.00 mm (#10) Sieve	90%	--
Clay	5%	30%
Silt	10%	70%
Sand & Gravel	20%	70%
Organic Matter	3%	20%
pH	6.1	7.5
Extractible Phosphorous	30 kg/hectare (26.8 lbs/acre)	--
Exchangeable Potassium	150 kg/hectare (133.8 lbs/acre)	--
Soluble Salts	--	0.15 siemens/m (1.5 mmho/cm)

C Premium Topsoil Borrow

Premium topsoil borrow for use as a plant growing medium in critical areas and top dressing erosion stabilization mats shall be screened and pulverized and meet the requirements of Table 3877-3:

**TABLE 3877-3
PREMIUM TOPSOIL BORROW REQUIREMENT**

	<u>Minimum</u>	<u>Maximum</u>
Material Passing 2.00 mm (#10) Sieve	95%	--
Clay	10%	25%
Silt	25%	60%
Sand & Gravel	25%	60%
Organic Matter	5%	15%
pH	6.0	7.1
Soluble Salts	--	0.15 siemens/m (1.5 mmho/cm)

3877.3 SAMPLING AND TESTING

The Contractor shall submit to the Engineer a list of prospective sources for topsoil borrow at least 1 month prior to time of use to allow adequate time for inspecting, testing, and approving the sources.

Texture of the topsoil shall be classified according to the Engineering definition of particle size. Texture shall be determined by the method described in AASHTO T 88.

The current standard testing procedure of the University of Minnesota, Soil Science Department, Soils Testing Laboratory shall be used for determining pH, percent of organic matter, extractible phosphorous, exchangeable potassium, and soluble salts.

Public Works Committee

5. 4.

Meeting Date: 11/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Discuss Turf Restoration Concerns on City Improvement Project #08-34; the Bituminous Paving of 151st & 152nd Avenues, and Fluorine Street

Background:

At the October 11, 2011 special assessment hearing for City improvement project #08-34 concerns were raised by a couple of residents related to turf establishment. This issue was previously discussed by the Council due to complaints received about excessive rocks in the topsoil and lack of seed growth. Based upon Council direction the attached letter was mailed to residents in June, which outlined a plan to address the concerns expressed. The contractor then performed the work as outlined. They also mowed portions of the boulevard area on at least one occasion, and continued watering the seed for the required 30 day period as outlined in the project specifications.

Following the assessment hearing staff walked the site with Councilmembers Elvig and McGlone, and Mayor Ramsey. There was general discussion regarding turf establishment and topsoil requirements on City improvement projects, with the expectation of an "as good or better condition" to what was existing prior to initiating the project. It was further discussed that we should bring this item back for Council consideration, with some potential options to address the recurring concerns on this specific project.

Notification:

Observations:

Staff contacted the contractor following the site meeting and communicated these issues to them. While full turf coverage can be expected, they were not excited about the notion of potentially removing the existing material and starting over again to remove all the remaining rocks in the topsoil. Doing so would be very disruptive to seed growth, and basically start the entire process over again. They were going to address the minor erosion issues (rilling on some steeper slopes) identified and install a dormant seed throughout the sparse areas to give the site a better chance of success in the spring.

Depending on the appearance of the site in the spring, following are a couple options for consideration should the Council desire additional corrective actions:

1. Removing the existing surface vegetation by subcutting approximately 1" - 2" deep and installing sod.
2. Removing the existing surface soil and vegetation by subcutting approximately 4" deep and installing new topsoil and seed.
3. Hand raking to remove all visible rocks greater than a 1/2" in diameter, and reseeding the sparse areas.
4. Give the residents the option to receive a rebate on their assessment for the cost of turf restoration, and allow them to self perform.

Should additional work be required we should then discuss who would be the responsible party to correct, and whether it would be undertaken throughout the project area or on a case-by-case basis.

Funding Source:

Depending on the corrective option chosen, some City contribution may be required. The contractor is responsible to ensure that the turf is established with full coverage, so reseeding would be the responsibility of the contractor. If the choice is to install sod, that would be outside the original project scope. The topsoil issue (and removal of all rocks) is a difficult matter in that the specifications called for topsoil borrow from within the project limits, with additional material supplied by the City.

Staff Recommendation:

Staff recommends reviewing the project in the spring to determine whether additional corrective actions are necessary. Should additional work be required, Council will need to provide direction on how to address.

Committee Action:

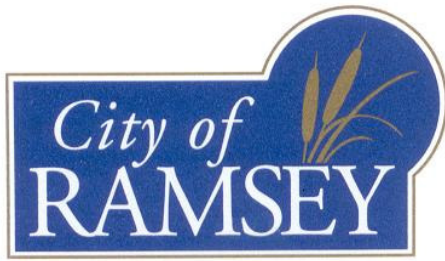
Based upon direction.

Attachments

Resident Mailing

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/10/2011 11:27 AM
Kurt Ulrich	Kurt Ulrich	11/10/2011 01:54 PM
Form Started By: Tim Himmer		Started On: 11/07/2011 04:17 PM
	Final Approval Date: 11/10/2011	



7550 Sunwood Drive NW • Ramsey, Minnesota 55303
City Hall: 763-427-1410 • Fax: 763-427-5543
www.ci.ramsey.mn.us

June 24, 2011

RE: Project Update on the Paving of 151st Avenue, 152nd Avenue and Fluorine Street

Dear Property Owners,

This letter is intended to update you on the status of roadway paving project in your neighborhood. The contractor has substantially completed the infrastructure improvements associated with the project, and one of the primary items remaining to be completed on the job is turf establishment. I'm sure you are aware of the challenges we've faced to date in making sure this item is completed to project specifications and City standards, and we have now reached agreement with the contractor on rectifying this matter. Outlined below is a plan of action and schedule to complete this work:

- Next Wednesday & Thursday (6/29-30) the contractor will be on site with equipment to mechanically rework the boulevard areas and remove the debris that is present.
- Next Thursday & Friday (6/30-7/1) the landscaper will be top dressing the site with screened topsoil in the boulevard areas and installing grass seed and hydroseed mulch.

This schedule is weather dependent, but it appears we may have a break from the rain and this work can be accomplished.

Some residents have expressed the desire to place sod on their property, as opposed to the City seeding process, or perform some other type of turf establishment on their own. If you would like to perform your own turf establishment the City will still move forward with the debris removal and black dirt top dressing for you to complete the establishment. If you choose to perform your own turf establishment the City will credit you the cost of the seeding and mulching, which has been calculated to be \$0.15/square foot. An example of this potential credit on an area 200' x 10' would be 2000 square feet x \$0.15 = \$300. We will work with you to determine the size of your establishment area and credit on an individual basis. Please contact me **prior to 12:00 pm on Tuesday, June 28th** if you intend to self perform so that we take the appropriate action to notify the contractor prior to seeding your property.

Please feel free to contact if you have any questions related to this matter.

Sincerely,

Tim Himmer
City Engineer
(763) 433-9893
thimmer@ci.ramsey.mn.us

Public Works Committee

5. 5.

Meeting Date: 11/15/2011

By: Grant Riemer, Engineering/Public Works

Title:

Approve Final Draft of RFP and Contract for Contracted Sweeping Services

Background:

At the October 18,2011 Public Works Committee meeting approval was given to contract out spring street sweeping. The amount of contracted work will be determined after RFP's have been received and reviewed. Basic elements of the contract include having the contractor use a pickup broom sweeper for the gutter pass and a regenerative air sweeper do the clean up pass. This would be performed in all areas containing storm water infrastructure and all streets would be swept curb to curb. An alternate bid would be included in the contract to haul away all collected material. Attached to the case is the final draft of the proposed contract. Once contract is approved it will be sent to city attorney for review.

Notification:

Observations:

Funding Source:

Storm Water Utility Fund

Staff Recommendation:

Staff recommends approval of the attached RFP to be sent to various contractors.

Committee Action:

Motion to approve the attached RFP for 2012 Spring sweeping.

Attachments

Draft Sweeping Contract

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/09/2011 02:04 PM
Kurt Ulrich	Kurt Ulrich	11/10/2011 02:09 PM
Form Started By: Grant Riemer		Started On: 11/09/2011 09:02 AM
Final Approval Date: 11/10/2011		

CONTRACT DOCUMENTS

2012 STREET SWEEPING PROGRAM

RAMSEY, MINNESOTA

CITY PROJECT NO. XXXX

DECEMBER 2011

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SECTION	01568	-AIR, LAND AND WATER POLLUTION
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ADVERTISEMENT FOR BIDS

**2012 STREET SWEEPING PROGRAM
RAMSEY, MINNESOTA
CITY PROJECT NO. XXXXX**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Ramsey until XXXXXXXX a.m., at the Ramsey City Hall at 7550 Sunwood Drive MN 55303, at which time they will be publicly opened and read aloud, for the furnishing of all labor and material for the 2012 Street Sweeping Program, City Project No. XXXXX, as described below and including:

REGENERATIVE AIR STREET SWEEPING
PICKUP BROOM STREET SWEEPING

Bids shall be on the forms provided for that purpose and according to the Contract Documents dated XXXXXX. Bid Forms and Contract Documents may be viewed at the City of Ramsey - Engineering Division.

Contractors desiring a copy of the Bid Forms and Contract Documents may obtain them from the City Engineering Department in accordance with the Instructions to Bidders upon payment of XXXXXX. Question shall be directed to the City of Ramsey Engineering Department at (763) 427-1410. No refunds will be provided.

Bid Security in the amount of 5% of the bid must accompany each bid in accordance with the Instructions to Bidders. Bids shall be directed to the Ramsey Engineering Department, securely sealed and endorsed upon the outside wrapper, "BID FOR 2012 Street Sweeping Program".

The City of Ramsey reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interests of the City.

DATED: XXXXXXXXXX

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 ed.) have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub bidder, who submits a Bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified responsible and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term, "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to BIDDERS, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the fee stated in the Advertisement for Bids may be obtained from ENGINEER. The fee will not be refunded.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate BIDDER'S observations with the Contract Documents, and (e) notify ENGINEER in writing of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2 OMITTED
- 3.3 OMITTED
- 3.4 OMITTED
- 3.5 Before submitting a Bid, each BIDDER will, at BIDDER'S own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract.
- 3.6 OMITTED
- 3.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor, unless specifically coordinated with CITY MAINTENANCE.

- 3.8 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Contract Documents are to be made in writing, and directed to ENGINEER. Interpretations or clarification's considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

5. BID SECURITY

- 5.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the BIDDER'S maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 5.2 The Bid security of the Successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnishes the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of the three lowest BIDDERS may be retained by the OWNER until the Agreement is signed and submitted with the bonds as set forth in Paragraph 2 of the Bid Form. Bid security of other BIDDERS will be returned within seven days after award of the contract.

6. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

7. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

8. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS

9.1 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

10. BID FORM

10.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from ENGINEER.

10.2 All blanks on the Bid Form must be completed in ink or by typewriter.

10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed in ink below the signature.

10.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7 The address and telephone number for communications regarding the Bid must be shown.

11. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within twenty-four hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Bids will be made available to BIDDERS after the opening of Bids.

14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance as set forth in Paragraph 2 of the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15. RESPONSIBLE BIDDER EVALUATION

15.1 To demonstrate Bidder's qualifications to perform the work, each Bidder must be prepared to submit within 5 days of Owner's request written evidence of financial data, previous experience, present commitments, and such other data as may be called for below:

- A. Evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of Contract.
- B. Evidence of genuineness of Bid and lack of collusion in conjunction therewith.

15.2 The following information is required and will be evaluated to determine if a bidder is "responsible". The apparent low bidder must complete and return this information within 5 days of Owners written request. If for any reason the apparent low bidder is not awarded the project the subsequent bidders will be subject to this requirement.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified, provide the following information:

Project Description:

Date:

Contact Person at City/County/State:

Were change orders in excess of 5% requested? If yes, explain the circumstances.

Were liquidated damages assessed? If yes, explain the circumstances.

Was the project completed on schedule? If no, explain the circumstances.

2. Describe all arbitration claims and any litigation in which you have been a party in the last five years.
3. Identify all public projects you have had with the City of Ramsey in the last five years.
4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.
5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.
6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects: If yes, explain the circumstances.
7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

16. AWARD OF CONTRACT

- 16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 If the contract is to be awarded, it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.
- 16.6 If the Contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within five days after the day of the award.

17. CONTRACT SECURITY

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to Performance and Payment Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

Contractor's Name _____
Telephone _____

BID FORM

PROJECT IDENTIFICATION: **2011 STREET SWEEPING PROGRAM**
RAMSEY, MINNESOTA
CITY PROJECT NO. XXXXX

BIDS TO BE OPENED: **XXXXXXXXXX**

THIS BID IS SUBMITTED TO: **CITY OF RAMSEY**
7550 SUNWOOD DR
RAMSEY, MINNESOTA 55303

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and Addenda, if any (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (d) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - (f) (Any other representation required by Laws and Regulations.)
4. BIDDER will complete the Work for the following prices and provide this work sheet with his bid:

UNIT PRICE SCHEDULE

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST
1	Regenerative Sweeping Streets	HOUR	150	\$ _____	\$ _____
2	Pickup Broom Sweeping Streets	HOUR	150	\$ _____	\$ _____
3	Mobilization	1	LUMP SUM	\$ _____	\$ _____
4	Remove Collected Materials (trucking to PW site)	1	LUMP SUM	\$ _____	\$ _____
5	(ALT. Bid) Remove Collected Materials from PW Site	1	LUMP SUM	\$ _____	\$ _____
TOTAL BASE BID					\$ _____
ALTERNATE BID					\$ _____

NOTE: Quantities are not guaranteed. Final payment will be based on actual quantities.

5. BIDDER agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.07.B.1 of the General Conditions on or before the dates indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

6. The following documents are attached to and made a condition of this bid:
- (a) Required Bid Security in the form of (Bidder's Bond) (Certified Check). This is for the TOTAL BASE BID.
 - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
 - (c) Affidavit of Non-Collusion.
 - (d) (Add other documents as pertinent).
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 2012

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual 's Name)

doing business as _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business Address: _____

Phone No: _____

AFFIDAVIT OF NON-COLLUSION

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the BIDDER (if the BIDDER is an individual), a partner in the BIDDER (if the BIDDER is a partnership) or an officer or employee of the BIDDER corporation having authority to sign on its behalf (if the BIDDER is a corporation);

- 2) That the attached Bid or Bids have been arrived at by the BIDDER individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to Bid designed to limit individual bidding or competition;

- 3) That the contents of the Bid or Bids have not been communicated by the BIDDER or its employees or agents to any person not an employee or agent of the BIDDER or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person, prior to any official opening of the Bid or Bids; and

- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me _____
(Bidder)

this _____ day of _____, 2012 _____
(Firm making Bid or Bids)

OFFICIAL TITLE: _____

EJCDC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2012 by and between the **CITY OF RAMSEY, MINNESOTA** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Regenerative sweeping in combination with Pickup Broom sweeping of city streets.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2012 STREET SWEEPING PROGRAM
CITY OF RAMSEY, MINNESOTA
CITY PROJECT NO. XXXXX

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the City Engineering Department who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment

- A. The Work by the initial Sweep will be completed on or before April 30, 2012, and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER SIX HUNDRED dollars (\$XXXX) for each day that expires after the time specified in Paragraph 4.02 for Completion.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds at the unit prices as shown on the attached CONTRACTOR'S Bid multiplied by the final quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed and determination of actual quantities and classifications are to be made by the ENGINEER in accordance with Paragraph 9.07 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95% percent of Work completed (with the balance being retainage).
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

6.04 Prompt Payment to Subcontractors:

- A. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the CONTRACTOR must pay any subcontractor within ten (10) days of the CONTRACTOR'S receipt of payment from the City for undisputed services provided by the subcontractor. The CONTRACTOR must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the CONTRACTOR shall pay the actual penalty due to the subcontractor.
- B. Form IC-134 (attached) required from general contractor. Minnesota Stat. 290.92 requires that the City of Ramsey obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by the law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

- 1. Advertisement for Bids (1 page)
- 2. Instruction to Bidders (5 pages)
- 3. Bid Form (6 pages including Affidavit of Non-Collusion)
- 4. This Agreement (pages 1 to 7, inclusive).
- 5. Notice to Proceed (1 page)
- 6. Performance and other bonds, identified as exhibits A and consisting of 6 pages.
- 7. General Conditions (pages 1 to 41, inclusive).
- 8. Supplemental Conditions (1 page)
- 9. Drawings consisting of one (1), inclusive bearing the following general title 2011 Street Projects & Parking Lots to Sweep.
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (pages 1 to 6, inclusive).
 - b. Responsible Bidder Evaluation submitted by CONTRACTOR prior to Notice of Award – see Instructions to Bidders, Section 15.
 - c. Certificate of Insurance
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments.
 - b. Work Change Directives.
 - c. Change Order(s).

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

ARTICLE 10 – WORKER’S COMPENSATION

10.01 The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker’s Compensation Insurance and Employer’s Liability Insurance as required under the laws of the State of Minnesota.

ARTICLE 11 – COMPREHENSIVE GENERAL LIABILITY

11.01 Contractor shall obtain the following minimum insurance coverage and maintain at all it at all times throughout the life of the Contract, with the City included as an additional name insured. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 aggregate products and completed operations

Property Damage: \$1,000,000 each occurrence
 \$1,000,000 aggregate

Contractual Liability (identifying the contract)

Bodily Injury: \$1,000,000 each occurrence

 Property Damage: \$1,000,000 each occurrence
 \$1,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:
 \$1,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury: \$1,000,000 each occurrence
 \$1,000,000 each accident

Property Damage: \$1,000,000 each occurrence

Worker’s Compensation Insurance STATUTORY

ARTICLE 12 – INDEMNITY

The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney’s fees it may incur as a result of such complaints.

ARTICLE 13 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, XXXX.

OWNER CITY OF RAMSEY CONTRACTOR _____

By _____ By _____

Title: Mayor Title _____

By _____ By _____

Title: City ADMINISTRATOR Title _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____ Attest _____

Address for giving notices:
7550 Sunwood Dr.
Ramsey, MN 55303

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

License No. _____

Agent for service of process _____

NOTICE TO PROCEED

RAMSEY, MINNESOTA

2012 STREET SWEEPING PROGRAM

CITY PROJECT NO. XXXXX

TO: _____
ADDRESS: _____

You are hereby notified to proceed with the Work on the above project. The Contract Times, as described in Article 4 of the Agreement, will commence to run on _____.

Prior to starting any work on the site, the following must be completed:

1. Daily coordinate with Grant Riemer, Public Works
2. Coordinate soil samples with Tim Himmer/Engineering (XX Required)
3. All Billing/Invoices are to be sent to Brian Olson @ Ramsey Engineering

GIVEN BY:

ACCEPTED BY:

CITY OF RAMSEY
Owner

Contractor

Signature

Signature

Title

Title

Date

Date

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called CONTRACTOR, and _____ as Surety, hereinafter called Surety, are held and firmly bound onto the City of Ramsey as Obligee, hereinafter called OWNER, in the amount of _____ Dollars (written), (\$_____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, **2011** entered into a Contract with OWNER for construction of the 2012 Street Sweeping Program, City Project No. XXXX in accordance with Contract Documents prepared by The City's Engineering Department which Contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Agreement, the OWNER, having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if OWNER elects, upon determination by OWNER and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price," but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREFORE, the above-bounded parties have executed this instrument in _____ original counterparts, under their several seals this day of _____, **2011**, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(Contractor)

Attest:

(Business Address)

(Title)

By: _____
(Title)

(Affix Corporate Seal)

(Surety)

Attest:

(Business Address)

(Attorney in Fact)

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where Contractor is Individual or Partnership)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing conditions, and acknowledged that he/she _____ executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a Corporation)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this ____ day of _____, 2012, before me personally appeared _____ and _____ to me personally know, who being by me duly sworn, did say that they are respectively the _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notarial Seal)

Full Name of Surety Company

Home Office Address

Name of Attorney-in-Fact

Name of Local Agency

Address of Local Agency

Name of Agency Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

CONTRACTOR'S PAYMENT BOND
(PUBLIC IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called CONTRACTOR, and _____ duly authorized and licensed to do business in the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound onto the City of Ramsey as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of _____ Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, 2012, entered into a Contract with OWNER for the 2012 Street Sweeping Program, City Project No. XXXXX in accordance with Contract Documents prepared by The City's Engineering Department which Contract is by reference made a part hereof, and is to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public Work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for worker's compensation insurance, and contributions for unemployment compensation.

The said written agreement, drawings, specifications, and amendments are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public Work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Agreement, or change in the Work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
2. Not later than one year after the completion of Work under this Contract or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any party in interest may maintain an action in his own name against CONTRACTOR and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of CONTRACTOR to comply with the Contract or with the Contract between CONTRACTOR and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts, under their several seals this _____ day of _____, 2012, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(Contractor)

Attest:

(Business Address)

(Title)

By: _____
(Title)

(Affix Corporate Seal)

(Surety)

Attest:

(Business Address)

(Attorney in Fact)

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where Contractor is Individual or Partnership)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this _____ day of _____, 2011, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing conditions, and acknowledged that he/she _____ executed the same as _____ free act and deed.

Notary Public

(Notarial Seal)

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a Corporation)

STATE OF MINNESOTA _____)
COUNTY OF _____)SS

On this ____ day of _____, 2012, before me personally appeared _____ and _____ to me personally know, who being by me duly sworn, did say that they are respectively the _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notarial Seal)

_____, _____
Full Name of Surety Company Home Office Address

_____, _____
Name of Attorney-in-Fact Name of Local Agency

_____, _____
Address of Local Agency Name of Agency Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

CITY OF RAMSEY
SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements shall modify, change, delete from and/or add to the “Standard General Conditions of the Construction Contract” (No. C-700, 2002 Edition) as prepared by the Engineer’s Joint Contract Documents Committee:

1.00 SECTION 2.7: Delete paragraph 2.01B

2.00 SECTION 5.01B: The first sentence of this section is changed to read as follows:

All bonds shall be in a form acceptable to Owner and shall fulfill statutory requirements.

6.00 SECTIONS 4.06G, 5.05, 5.07, 11.01A5F, 11.03D, 12.03B, 15.03A3, 15.03A4:

Delete these eight (8) sections.

7.0 SECTION 5.09:

Delete Section 5.09 and insert the following:

If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing thereof with ten days of the date of delivery or such certificates to Owner in accordance with paragraph 2.01. Contractor shall provide such additional information in respect of the insurance provided as may reasonably be requested.

11.00 DATA PRACTICES ACT: The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to the Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. The Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including by not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Contractor receives a request to release data, the Contractor must immediately notify the Owner. The Owner will give the Contractor instructions concerning the release of the data to the requesting party before data is released. Contractor agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, owner’s partners’, employees’, volunteers’, assignees’ or subcontractors unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION OF PROJECT

- A. Sweeping of city streets and parking lots using a regenerative sweeper and pickup broom
- B. Removal of collected materials. (Alt. Bid)

END OF SECTION

SECTION 01505

**MOBILIZATION
(MN/DOT 2021)**

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preparatory work and operations.
2. Movement of personnel, equipment, supplies and incidentals to the project site.
3. Establishment of CONTRACTOR offices and facilities.

B. Basis of Payment:

1. The lump sum bid amount shall not exceed 5% of the total Bid amount.
2. Mobilization includes providing documentation for total amount of material removed, preparing necessary schedules and coordination with ENGINEER. CONTRACTOR responsible for obtaining all necessary permits.
3. A total of 12 soils samples must be provided. CONTRACTOR to coordinate with ENGINEER.
4. Payment for Mobilization will be based on the following schedule item:

<u>Item</u>	<u>Unit</u>
Mobilization	L.S.

5. Progress payment amounts for mobilization will be determined by the percentage of the total contract completed based on the following schedule

<u>% of Contract Completed</u>	<u>% of Item Paid</u>
25	30
65	50
80	80
100	100

1.02 REFERENCES

- A. MN/DOT 2021.

1.03 PERFORMANCE REQUIREMENTS

- A. Submittal of information listed under 1.04.
- B. Commencement of work.
- C. Final cleanup of site.

1.04 SUBMITTALS

- A. Approved Project Schedule conforming with Section 04314
- B. Traffic Control Plan conforming with Section 01572.

END OF SECTION

SECTION 01568

**AIR, LAND AND WATER POLLUTION
(MN/DOT 1717)**

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. General requirements for the control of pollution from construction sites and related activities.

B. Related Section:

1. Section 01564 - Erosion Control.

C. Unit Prices:

1. All activities required by or relating to this section will be considered incidental.
2. No direct payment will be made.
3. No additional compensation or time extension will be granted due to actions brought against the CONTRACTOR for failure to comply with pollution control requirements.

1.02 REFERENCES

- A. MN/DOT 1717 - Air, Land, and Water Pollution.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Conduct all operations to prevent, control and abate the pollution of air, land and water in accordance with the rules, regulations and standards adopted and established by the following agencies:
 - a. Minnesota Pollution Control Agency.
 - b. Minnesota Department of Natural Resources.
 - c. U.S. Army Corps of Engineers.

1.04 SCHEDULING

- A. Schedule and conduct all operations to minimize soil erosion and prevent siltation and the resultant turbidity of public waters.

PART 2 PRODUCTS

Blank.

PART 3 EXECUTION

3.01 PREPARATION

- A. Review all local conditions and regulations pertaining to air and land pollution prior to commencing operations.

3.02 PROTECTION OF WATERS

- A. Prevent pollution of flowing or impounded waters from particulate or liquid matter that may be harmful to fish and wildlife or detrimental to public use.
- B. Remove sediment from aggregate wash operations by filtration or settlement prior to discharge into public waters.
- C. Wash water or waste from concrete mixing operations shall be discharged at a location shown on plans, or approved by ENGINEER.
- D. Fueling operations shall be conducted in a manner to not cause any pollution.

END OF SECTION

SECTION 01572

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procedures and equipment for safely maintaining and controlling traffic within the project site during construction.

B. Basis of Payment:

1. Payment for the maintenance of traffic shall be considered incidental. All associated work items shall be considered incidental.

1.02 SUBMITTALS

A. Pre-Construction:

1. Traffic Control Plan as detailed in 1.07 C.

1.03 SEQUENCING AND SCHEDULING

A. Restrictions:

1. Working hours, including materials and equipment delivery, shall be restricted to:

- a. Monday thru Friday: 7:00 a.m. – 10:00p.m.
- b. Saturday: 7:00 a.m. - 10:00 p.m.
- c. Sundays and Holidays: No work allowed.

2. Work which interferes with traffic operations, shall not be performed during the following times:

- a. From 7:00 a.m. to 8:00 a.m. - Monday thru Friday inclusive.
- b. From 4:00 p.m. to 6:00 p.m. - Monday thru Friday inclusive.
- c. From 12:00 noon on the day before to 9:00 a.m. the day following any consecutive combinations of Saturday, Sunday and legal holiday.

C. Traffic Control Plan:

1. Content:

- a. Submit a detailed written traffic control plan for approval on or before the date of the preconstruction meeting.
- b. Information to be included in the plan:

- 1) Planned sequence of construction operations.
 - 2) Signs and devices to be used.
 - 3) Anticipated traffic control sign locations.
 - 4) Sketches as necessary to illustrate traffic control procedures.
2. Acceptance:
- a. The traffic control plan is subject to acceptance, rejection or suggested revision by the ENGINEER.
 - b. No construction operations may begin without the approval of the plan.
3. Revisions:
- a. All revisions to the traffic control plan are subject to the approval of the ENGINEER.

PART 2 PRODUCTS

Blank

PART 3 EXECUTION

3.01 PREPARATION

A. Advance Notice:

1. Provide minimum 48 hour notice to ENGINEER prior to commencing work.

3.02 OPERATIONS

A. Traffic Protection:

1. General:

- a. Do not deposit or store materials or park equipment on or adjacent to any roadway open to traffic that will interfere with the safe flow of traffic.
- b. Provide traffic barriers for any obstruction placed within the “clear zone” as defined by the AASHTO Guide for Selecting Locations and Designing Traffic Barriers.
- c. Keep roadways which are open to traffic free from earth materials and debris.

2. Flaggers:

- a. Provide flaggers where necessary to control traffic and to guide traffic through the construction area.

END OF SECTION

SECTION 02074

REMOVING MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal and disposal of:

a. Collected Materials

B. Method of Measurement:

1. Measurement by Lump Sum

a. Measure all required procedures and equipment on a lump sum basis.

b. No measurement will be made for individual items or equipment.

c. Procedural and equipment revisions resulting from minor changes or field adjustments will be considered incidental.

d. The unit price shall not be adjusted regardless of the final measurement of material.

D. Basis of Payment:

1. The excess material shall become the property of the CONTRACTOR for disposal without exception.

2. Removal of collected debris includes all sweeping from sweeping operation. This includes all provisions for collection, transfer, sifting of major debris, transportation out of city limits, proper disposal in an environmentally legal and safe manner, clean up of transfer stations and supervision of crews.

3. Payment for removal of items will be based on the following schedule:

<u>Item</u>	<u>Unit</u>
Remove Collected Materials	L.S.

PART 2 PRODUCTS

Blank.

PART 3 EXECUTION

3.01 LOCATION OF STORAGE MATERIAL

A. Temporary storage of collected materials will be provided at the Public Works Facility 14100 Jasper St

END OF SECTION

SECTION 04314

REGENERATIVE SWEEPING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

- 1. Sweeping of city streets and parking lots using a Regenerative Sweeper

B. Method of Measurement:

1. Regenerative Sweeping Streets:

- a. Three separate sweeps on streets shall be performed.
- a. Includes sweeping one pass on each side of street using a pickup broom beginning at edge of roadway or curb. Regenerative air sweeper to do the clean up pass and centerline pass.
- b. Only city streets will be swept.
- c. City streets may be omitted due to current construction as directed by ENGINEER.

C. Basis of Payment:

- 1. Payment for regenerative sweeping will be based on the following schedule:

<u>Item</u>	<u>Unit</u>
Regenerative Sweeping Streets	Hour
Pickup Broom Sweeping	Hour

1.03 DEFINITIONS

A. Regenerative Sweeping:

- 1. Use of specialized equipment that uses high-velocity controlled jets of air that picks up fine dust particles, separates large and fine materials, and contains a filtered/closed loop system so that only clean air is exhausted.
- 2. Pickup Broom Sweeping – mechanical means of collecting dirt into collection hopper which can be dumped into truck. Water is applied during sweeping process to control dust. Elgin Pelican is most common type of pickup broom sweeper.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Regenerative sweeping equipment includes:
 - 1. Elgin Crosswind
 - 2. Johnson Cyclone
 - 3. Schwarze Models 7000, 8000 and 9000
 - 4. Tymco – 110 horsepower or greater, Model 600
 - 5. Approved equal by ENGINEER

- B. Pickup Broom Sweeping equipment includes:
 - 1. Elgin Pelican
 - 2. Schwarze M-Series
 - 3. Allinza MX Series
 - 4. Approved equal by ENGINEER

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Only city streets shall be swept. County and state roads, or private driveways are not to be swept. See Appendix A for location map of streets and parking lots to be swept.

- B. Water is available at the City of Ramsey Public Works located at 14100 Jaspar. Connection to City hydrants is not allowed.

3.02 SCHEDULE

- A. First sweep of city streets shall begin XXX calendar days after the award of the contract.

- B. Once a sweep has started, CONTRACTOR must complete the sweeps within 21 calendar days.

- C. CONTRACTOR to submit an estimated schedule to ENGINEER a minimum of 48 hours prior to beginning each sweep.

END OF SECTION

APPENDIX A

Public Works Committee

5. 6.

Meeting Date: 11/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Discuss Potential Reconstruction of Garnet Street, North of 167th Avenue

Background:

Street maintenance activities on Garnet Street NW, between 167th Avenue and the BROOKFIELD subdivision, have not occurred on the City's standard maintenance plan. Maintenance activities have been delayed in this area for several reasons over the years; including the idea that adjacent development would expand to this area and thus result in new street layouts and/or installation of utilities, poor subgrade, and discussions with the residents regarding potential fixes and assessments. The road was constructed in 1988 and has only received one sealcoat application, which occurred in 2006. It is one of the lowest rated street segments in the City and accounts for a large portion of the City's patching budget.

Staff has met with the residents along this street on several occasions and they feel that the City has not properly maintained this street and should therefore be responsible for the premature deterioration. They have also complained about damage to the road that occurred during the construction activities for BROOKFIELD. They have stated that they would not be supportive of the options outlined to date, due to cost considerations, and would most likely counter-petition the improvement. They have asked that the road continue to be patched to a good condition until such time that an improvement project can be initiated that would keep assessments in line with what other neighborhoods are paying for a similar improvement. They were also interested in the status of the discussion related to a potential franchise fee, as that may make the costs more palatable. Attached is a breakdown of the potential improvements and their associated costs, as previously discussed with the Council at work session in December of 2009.

Notification:

Observations:

While going through the long term street maintenance and reconstruction initiative, it has been discussed that we could utilize the Public Improvement Revolving (PIR) Fund as seed money for this program. Staff was considering this segment of Garnet Street as a kick-off project to have as an example for what the program would provide. This project was included in the Capital Improvement Program (CIP) as a 2012 improvement, and staff is looking for direction from the Council on whether this is an approach you would like to consider for next construction season.

Funding Source:

The funding source identified in the CIP for the Garnet Street reconstruction project is the PIR fund. There have been recent discussions to utilize this fund for a one time transfer for the 2012 budget cycle, which would deplete the balance to a point where this reconstruction improvement would not be feasible.

Staff Recommendation:

Committee Action:

Based upon discussion.

Attachments

Summary of Improvements & Costs

Form Review

Inbox
Brian Olson
Kurt Ulrich

Reviewed By
Brian Olson
Kurt Ulrich

Form Started By: Tim Himmer

Date
11/09/2011 12:55 PM
11/10/2011 01:59 PM
Started On: 11/07/2011 04:25 PM

Final Approval Date: 11/10/2011

50 - 50 SPLIT

	<u>Total Project Cost</u>	<u>Street Total</u>	<u>Sewer & Water Total</u>	<u>Storm Total</u>	<u>Proposed Assessment</u>	
Recon with utilities	\$ 664,878.50	\$ 382,330.00	\$ 234,240.50	\$ 48,308.00	\$ 32,723.50	**
Recon without utilities	\$ 404,040.00	\$ 355,732.00	\$ -	\$ 48,308.00	\$ 13,682.00	
Mill & Overlay with storm sewer	\$ 209,904.50	\$ 161,596.50	\$ -	\$ 48,308.00	\$ 6,215.25	

13 assessable properties

75 - 25 SPLIT

	<u>Total Project Cost</u>	<u>Street Total</u>	<u>Sewer & Water Total</u>	<u>Storm Total</u>	<u>Proposed Assessment</u>	
Recon with utilities	\$ 664,878.50	\$ 382,330.00	\$ 234,240.50	\$ 48,308.00	\$ 25,371.00	**
Recon without utilities	\$ 404,040.00	\$ 355,732.00	\$ -	\$ 48,308.00	\$ 6,841.00	
Mill & Overlay with storm sewer	\$ 209,904.50	\$ 161,596.50	\$ -	\$ 48,308.00	\$ 3,107.63	

13 assessable properties

Includes 30% overhead

Storm improvements to be paid through the stormwater utility fund

** Residents would also have to pay the trunk/connection fee for sewer & water at the time they choose to connect to the system

2010 water rate/lot	\$ 2,113.00	
2010 sanitary rate/lot	\$ 1,271.00	
	\$ 3,384.00	Total connection charges/lot

Eliminating the sidewalk from the assessable items reduces assessments by approx. \$1,000/lot

Eliminating the clay subcut from the assessable items reduces assessments by approx. \$1,900/lot

Public Works Committee

5. 7.

Meeting Date: 11/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Consider Authorization to Initiate Updates to the City's Comprehensive Sanitary Sewer and Water System Studies

Background:

On August 23, 2011 staff met with the City Council in work session to review the City's 2011 development cost study (see attached minutes). This was a comprehensive review of where the City currently stands in relation to other municipalities with regard to development costs (utility trunk fees, building permit fees, escrows, etc.). During the meeting utility rates were discussed; particularly how those rates are determined. Rates are determined by taking a comprehensive look at the City's utility system, projecting future growth, and then determining the infrastructure needs to support such growth. A plan is then developed that outlines potential timelines and costs for infrastructure improvements. The ultimate costs to construct and maintain that utility system is then evaluated to determine the appropriate funding mechanism to distribute those costs to users. Revisions to those rates are then adjusted annually, with the adoption of the annual rates and charges, and are based on the construction index related to inflation and construction costs.

In the past it has been the direction of the Council to have new development "buy into the system." Existing user rates were kept low, as they had previously bought into the system when they constructed and/or purchased their homes. If Council direction is to investigate revised utility fees/rates in an effort to bring development costs down then we either need to scale back on proposed improvements or shift more cost to the existing users. It was mentioned in previous discussions that now may be the time to update the City's comprehensive sanitary sewer and water system studies, which were last done in 2004. In conjunction with the comprehensive utility plan updates we could also perform a rate study in an effort to determine a different distribution of such costs.

Notification:

Observations:

The Metropolitan Council is currently going through their process to update regional population and demographic forecasts. It is anticipated that preliminary forecasts will be available next fall, and the results could affect population and infrastructure needs of any updates that we may make to the City's comprehensive utility plans. The next update to the overall City Comprehensive Plan will begin on 2015, and is due for approval in 2018.

If directed, staff is prepared to solicit quotes from select consultants within the City's engineering services pool to initiate the requested comprehensive utility plan updates and/or rate study. It is estimated that this work would cost approximately \$25,000, and it would take approximately 8 weeks to complete.

Funding Source:

Funding for updates to the City's comprehensive sanitary sewer and water system studies would come from the corresponding enterprise funds.

Staff Recommendation:

Staff is seeking direction on whether to undertake the comprehensive sanitary sewer and water system studies, and/or rate study.

Committee Action:

Based upon discussion.

Attachments

August 23, 2011 Work Session Minutes

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/10/2011 11:24 AM
Kurt Ulrich	Kurt Ulrich	11/10/2011 02:07 PM
Form Started By: Tim Himmer		Started On: 11/09/2011 10:13 AM
Final Approval Date: 11/10/2011		

**CITY COUNCIL WORK SESSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a City Council Work Session on Tuesday, August 23, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig
Councilmember Colin McGlone
Councilmember Sarah Strommen
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Also Present: City Administrator Kurtis Ulrich
Deputy City Administrator Heidi A. Nelson
Finance Officer Diana Lund
Public Works Director Brian Olson
Economic Development/Marketing Director Aaron Backman
Police Chief James Way
Parks Supervisor Mark Riverblood
Senior Planner Tim Gladhill
City Engineer Tim Himmer
Development Manager Darren Lazan
City Attorney William Goodrich
Planning Intern Patrick Brama
Environmental Coordinator Chris Peterson

CALL TO ORDER

Mayor Ramsey called the City Council Work Session to order at 5:33 p.m.

APPROVE AGENDA

The agenda was approved as submitted.

COUNCIL TOPICS FOR DISCUSSION

1) 2011 Development Costs Study

Planning Intern Patrick Brama presented the staff report. He noted it was difficult to compile this information from other cities. He said it was not a comprehensive study, but to the extent that the information was obtainable, it is as complete as possible. He acknowledged it was a

challenge to compare apples-to-apples and explained the portions of the survey and how the pieces worked together.

Councilmember Wise stated he has had many discussions with developers over the years, and the perception is that Ramsey's rates are high.

Public Works Director Olson confirmed Mr. Brama did an excellent job on this survey and it will be very helpful for planning and developing competitive rates.

Councilmember McGlone stated he has spoken with developers who say the developer fees are key to where they will build. He suggested instituting a usage fee instead of a developer fee.

Councilmember Backous inquired why the League of Minnesota Cities (LMNC) hasn't drawn a comparison chart together throughout the State to get accurate information. He stated this document is good, though there was varying levels of cooperation. He suggested there might be more willing participants if the study was done by the LMNC.

Councilmember Strommen agreed the information from city to city would not be comparable with only a small number of cities participating. She also noted developers choose where they will develop based on the flexibility of the process.

Mr. Brama explained the cities were selected geographically. He tried to contact a few outlying cities, though Prior Lake was the only city that responded.

Mayor Ramsey commented if the perception is that Ramsey is too expensive for developing, that perception needs to be changed.

Public Works Director Olson appreciated the comments and concerns. He raised the issue of utility rates. He noted the two options to bring them inline are to scale back improvements or shift more fees onto the residents.

Councilmember Wise stated it is not the hard costs of the fees that are an issue; it is the process. He noted when an applicant has to appear before the Council to make a minor change that requires new drawings; it costs the applicant money for that process.

Senior Planner Gladhill responded the Planning and Zoning Department is trying its best to improve that process. He invited the Councilmembers to bring forth ideas.

Consensus was reached to schedule a larger group discussion with various participants regarding fees in the near future.

Councilmember Tossey brought up a concern about fees for inspection for soil and erosion. He said he wanted to be sure the fee was justified and if there is a state law, Ramsey needs to follow it.

Public Works Committee

6. 1.

Meeting Date: 11/15/2011

By: MaryJo Warner, Engineering/Public Works

Title:

Discuss Need for December Public Works Committee Meeting

Background:

N/A

Notification:

Observations:

Funding Source:

N/A

Staff Recommendation:

Committee Action:

Based on discussion.

Form Review

Inbox
Brian Olson
Kurt Ulrich

Reviewed By
MaryJo Warner
MaryJo Warner

Date
11/10/2011 02:38 PM
11/10/2011 02:39 PM
Started On: 11/10/2011 12:43 PM

Form Started By: MaryJo Warner

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